

ATTACHMENT 1

Professional Services Agreement
with UltraSystems Environmental, Inc.



PROFESSIONAL SERVICES AGREEMENT

Between

THE COUNTY OF SANTA BARBARA

And

UltraSystems Environmental, Inc.

For

Environmental Consulting Services

For

**Calle Real Campus Master Plan
Programmatic Environmental Impact Report**

PROJECT NUMBER: 21010-1

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PROFESSIONAL SERVICES AGREEMENT
FOR
PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES

This is an agreement between THE COUNTY OF SANTA BARBARA ("Owner" or "County") and UltraSystems Environmental Incorporated, a California corporation ("CONSULTANT" or "Contractor").

PART 1 - RECITALS

- 1.01 WHEREAS**, this Professional Services Agreement ("PSA") sets forth the terms and conditions pursuant to which Consultant, as a Professional, will provide professional services to Owner in connection with Owner's Calle Real Master Plan Programmatic Environmental Impact Report Project; and
- 1.02 WHEREAS**, Consultant was selected by means of the County's qualifications-based selection (QBS) process, represents itself as a Professional having the requisite qualifications, licenses and agrees to perform such Services.

NOW, THEREFORE, Owner and Consultant agree as follows:

PART 2 - PROJECT AUTHORIZATION, TERM AND MAXIMUM COMPENSATION

2.01 Agreement For Services

- A. This PSA sets forth the terms and conditions pursuant to which Consultant, as a Professional, will provide services to the County as set forth herein ("Services").

2.02 Maximum Compensation

- A. The sum of all Project Agreements issued pursuant to this PSA shall not exceed Three-Hundred Nine-Thousand, Seven-Hundred Sixty Dollars and Zero Cents (\$309,760.00). If Consultant performs services or incurs expenses beyond this Maximum Compensation Limit, Consultant does so at Consultant's sole risk and expense.

2.03 Term

- A. This PSA is effective as of first the date it is duly executed by both of the parties hereto, and shall remain in effect for a period of 24 months thereafter ("Term"), unless earlier terminated in accordance with the provisions of this Agreement.

2.04 Scope

- A. The Services and Deliverables identified in "Consultant's Scope of Work & Hourly Rates," attached hereto as Exhibit A and incorporated herein by reference ("SOW"), establish:
1. The full range of Services and Deliverables the County may authorize for Projects within the scope of this PSA.
 2. The extent of the Services and Deliverables that may be authorized by the Owner's Project Manager ("OPM") within the scope of this PSA.

PART 3 - OWNER'S RESPONSIBILITIES

3.01 Owner Provided Information



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- A. If required and where available, Owner may provide any of the following for Consultant's use in connection with the Services:
- (i) Specialized studies of existing site conditions, including the presence of hazardous materials, soil, air, water, pollution, etc.
- B. Consultant must make a written recommendation to the Owner regarding the completeness or sufficiency of any survey or specialized study provided to Consultant, or the need for any study or survey that the Consultant believes is required for the Project that is not included within Consultant's Services.

3.02 Approval & Permit Fees

- A. Owner will pay all fees required by any jurisdiction having authority over a Project for filing and checking of any item of Service prepared by Consultant, and such fees necessary to secure approvals and permits for the Project from any Governmental Agency.

PART 4 - PROJECT SCOPE OF WORK (SOW)

4.01 Changes in Scope

- A. If Owner requests a change in the requirements of the SOW that Consultant contends is material and justifies an increase in compensation, Consultant must, within fourteen (14) calendar days of the Owner's request, advise Owner in writing of such contention before proceeding with such change. If written notice is not given to Owner within such 14-day period, such change shall be deemed immaterial, and Consultant shall not be entitled to additional compensation for such change.
- B. If Owner causes a material change in the Service(s) or Deliverable(s), Consultant must, within fourteen (14) calendar Days of the event that caused the material change, notify Owner in writing that Consultant contends Owner has caused a material change in the Service(s) or Deliverable(s). After said notification, Consultant must provide such Service or Deliverables as directed by OPM. If OPM concurs that there has been a material change in a Service or Deliverable, payment to Consultant will be adjusted in accordance with Part 10.01.A.3, "Changes," below.
- C. If there is a material increase in the Service or Deliverables required to complete a Project Agreement, and such increase is not in any way attributable to the errors or omissions of Consultant, and does not result from faulty or inaccurate estimations made by Consultant, OPM may request, and Consultant, pursuant to such request, shall provide, assistance in re-allocating the remaining available funds relating to the Project Agreement. Such assistance must, if requested by OPM, also include a determination of any other Services necessary to complete the Project.
- D. If there is a material decrease in the Service or Deliverables required to complete a Project Agreement, Consultant shall immediately notify OPM of such decrease, and agrees to accept a reasonable corresponding reduction in compensation hereunder.

PART 5 - CONSULTANT'S RESPONSIBILITIES, SERVICES, AND DELIVERABLES

5.01 Consultant as Independent Contractor

- A. Consultant is performing all Services as an independent contractor, and not as an agent or employee of County. The expertise and experience of Consultant are material considerations for County's execution of this Agreement. Consultant shall not assign, delegate, or transfer, whether by operation of law or otherwise, this PSA or any of Consultant's rights or obligations hereunder, without the prior written consent of County, and any attempt to so assign, delegate, or transfer this Agreement, or any rights, duties or obligations arising hereunder, shall be void and of no effect.



5.02 Consultant's Use of Subconsultants

- A. Notwithstanding the foregoing, Consultant may use subconsultants set forth in Exhibit B, attached hereto and incorporated herein by reference, in performing the Services under this Agreement. Consultant shall be responsible for directing the work of authorized subconsultants, and for all compensation and benefits due to subconsultants, if any. County assumes no responsibility whatsoever concerning such compensation or benefits. Consultant may add subconsultants to those identified in Exhibit B only with the prior written approval of the OPM.

5.03 Consultant's General Responsibilities

The following General Responsibilities shall apply to all Services under this Agreement.

- A. Standard of Care
1. Consultant shall perform all Services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's profession and area of specialty in the State of California.
 2. At all times during the Term, Consultant shall perform all Services in compliance with all applicable federal, state, and local codes, statutes, laws, regulations and ordinances ("Applicable Laws").
 3. Consultant shall use its professional judgment and expertise to verify interpretations of Applicable Laws from the appropriate Government Agency(ies) and authorities having jurisdiction over the Project. Such efforts shall be undertaken in accordance with the acceptable standard of care for this type of Project.
- B. Funding by Governmental Agencies
1. If applicable to this PSA, when a Project is to be constructed, wholly or in part, with funds from Federal, State, or other outside funding sources, Consultant shall comply with all requirements of such Federal, State, or outside funding sources, including, but not limited to, in the Construction Documents.
- C. HCAI (formally known as OSHPD) Jurisdiction
1. If applicable to this PSA, when a Project is within the jurisdiction of the State of California, Department of Health Access and Information (HCAI formally known as OSHPD), Consultant's Instruments of Service must meet all HCAI requirements.
- D. Sequence of Consultant's Services
1. Consultant's Services shall proceed sequentially by the Phases described in Exhibit A, "Consultant's Scope of Work & Hourly Rates" unless otherwise agreed or directed by the Owner in writing duly executed by OPM.
 2. This PSA establishes the Consultant's Milestone Schedule for completion of the Consultant's Services.
- E. Submittal of Deliverables
1. Each submittal shall include a declaration statement, signed by a principal of Consultant's firm, that the work of Consultant and its Subconsultants was coordinated, the submittal is complete, and that all prior review comments have been incorporated and coordinated.
 2. Consultant shall furnish to Owner, in form and format suitable for reproduction, original reproducible files and other Instruments of Service, and computer flash drives containing each submittal in the following electronic formats: Microsoft PC compatible operating system, AutoCAD 2004 or newer, Microsoft Office 2003 or newer.
- F. Printing & Reproduction



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1. Consultant shall pay for all printing and reproduction cost incurred in the performance of the Services.
 2. Owner will print coordination check documents to be used by the Owner beyond the number of copies identified in the SOW at Owner's expense.
 3. If applicable to this PSA, Owner will print Bid Documents for distribution to Bidders at Owner's expense.
- G. Meetings
1. Required meetings are as specifically identified in Exhibit D "Consultant's Services and Deliverables".
 2. Unless otherwise requested by the OPM, Consultant shall prepare agendas for and take minutes of all meetings conducted/attended by Consultant. This includes meetings that are chaired by the OPM.
 3. The Consultant's fee for attendance at and preparation of minutes for all meetings specifically identified in Exhibit A "Consultant's Scope of Work & Hourly Rates" will be considered included in the overall fee identified for this PSA.
- H. Consultant's Staff and Subconsultants
1. Consultant's staff and Subconsultants are identified in Exhibit B, "Consultant's Staff and Subconsultants," and are subject to the requirements set forth therein.
 2. Changes to Consultant's staff and Subconsultants are subject to Owner's prior written approval as an amendment to the PSA duly executed by the OPM.

5.04 Basic Services & Deliverables: See Exhibit A

PART 6 - CONSULTANT'S SCHEDULE

6.01 Schedule

- A. Consultant shall schedule and promptly perform all Services and Deliverables in coordination with the County.
- B. Consultant shall perform all Services and Deliverables within the time and project schedule set forth in this Agreement. Time is of the essence in accordance with the Standard of Care in this Agreement.
- C. Consultant shall provide and maintain Project staffing levels as necessary to perform the Services within the time provided in the project schedule set forth in this Agreement.

PART 7 - INDEMNIFICATION & INSURANCE

7.01 Exhibit D Requirements

- A. Consultant shall comply with all Indemnification and Insurance requirements set forth in Exhibit D, attached hereto and incorporated herein by reference.

PART 8 - REPRESENTATION BY COUNSEL

- A. Both parties to this PSA were represented by counsel in the negotiation and execution of this PSA.
- B. The parties hereto are aware of the provisions set forth in California Civil Code §1717 and intend this paragraph of the PSA to meet said statutory requirements so that the reference to



attorneys' fees in Part 7, "Indemnification & Insurance" applies only in the indemnification context in Part 7, "Indemnification & Insurance."

PART 9 - HAZARDOUS MATERIALS

9.01 Responsibility for Hazardous Materials

- A. Owner acknowledges that Consultant has no special knowledge or expertise regarding asbestos or other hazardous materials.
- B. Unless otherwise provided in this PSA, or unless Owner has provided documented information to Consultant regarding the presence or potential presence of such hazardous materials Consultant and its Subconsultants have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or any other toxic substance.

9.02 Hold Harmless Clause

- A. To the fullest extent permitted by law, Owner agrees to bring no claim against Consultant and its Subconsultants relating to the investigation, detection, abatement, replacement, or removal of asbestos or other hazardous material, or relating to sudden or gradual escape or release of hazardous contaminants of any kind into or on the land, the atmosphere, or any water course or body of water, excepting only such claims which arise out of the negligence or willful misconduct of any of Consultant or its Subconsultants.

PART 10 - COMPENSATION & PAYMENT

10.01 Compensation

- A. Payments will be made as set forth herein
 1. Maximum Compensation Limit
 - a. The Maximum Compensation Limit (MCL) includes the maximum aggregate amount of compensation payable to Consultant hereunder, including for all authorized Services and authorized Reimbursable expenses. Total payment by Owner shall not exceed the MCL specified in Exhibit C, attached hereto and incorporated herein by reference, and Consultant is fully responsible for provision of all Services and Deliverables, compensation for which shall not exceed the MCL.
 2. Consultant's Hourly Rate Schedule
 - a. Consultant's Hourly Rate Schedule is set forth in Exhibit A, "Consultant's Scope of Work & Hourly Rates."
 - b. Modifications to Consultant's Hourly Rate Schedule shall not be allowed.
 - c. Non-Fixed fee Services provided by Subconsultants are subject to the OAR's prior written approval, and are to be identified in this PSA.
 3. Changes
 - a. If, during the Term of this PSA, circumstances constituting a material change in scope as described in Part 4.01, "Changes In Scope", arise, Consultant will be entitled to compensation therefore, within the MCL. If such changes mean that the SOW cannot be completed as originally envisioned, then Consultant shall immediately inform the OPM and assist OPM in allocating the remaining compensation among the unfinished Services in order to accomplish as much of the original intent as possible within the MCL.



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4. Prevailing Wages

- a. Consultant acknowledges that work performed on site to support the Services under this PSA constitutes a public work within the meaning of California Labor Code Section 1720, and that the requirements of Section 1771, et. seq. apply to such public work. Consultant has included (and shall include) consideration for this obligation in calculating compensation and cost estimates under this PSA.

5. Errors and Omissions

- a. Consultant must correct errors and omissions attributable to acts and/or omissions of and/or on behalf of Consultant and/or Subconsultants without cost to Owner.
- b. Owner has the right to pursue claims for any errors and omissions of or on behalf of Consultant.

10.02 Reimbursable Expenses

- A. When travel is authorized as a reimbursable expense, Consultant agrees to comply with the Santa Barbara County and Federal travel policies and guidelines, where applicable, for all travel, lodging and meal reimbursements arising from the performance of this Agreement. Detailed travel policy requirements and limitations can be found in the Capital Projects Division.
- B. All reimbursable expenses, including travel, mileage, copying, printing, etc. should be included in the MCL and not billed separately.

10.03 Supplementary Services & Deliverables

- A. County has established a Supplemental Services Allowance ("SSA") for the performance of services not included within the Services and Deliverables. Consultant shall only commence work pursuant to the SSA following prior written authorization of County's OPM.

10.04 Payment

- A. Payment Requests
 1. Owner will endeavor to make payments within thirty (30) Days after the OPM's approval of the Consultant's correct Payment Request.
- B. Invoices
 1. Consultant may submit a Payment Request not more than once each month.
- C. Progress Payments
 1. Owner may, at its discretion, adjust any progress payment so that it corresponds with the percentage of completion as reasonably determined by Owner.

10.05 Release of All Claims

- A. Prior to final payment under any Project Agreement, Consultant must execute and deliver to Owner a release of all claims arising under the Project Agreement, other than such claims, if any, as may be specifically excepted from the release for the reasons and in the amounts stated in the release.

10.06 Timely Billings

- A. Consultant agrees to bill Owner on a timely basis and not later than ninety (90) Days after:
 1. Services are performed; or
 2. Billings are otherwise due pursuant to the terms of the PSA.
- B. Owner has no liability for payment of, and has sole discretion to pay or decline payment of, any billings submitted after the expiration of this ninety (90) Day period.

10.07 Consultant's Accounting Records



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- A. Accounting System & Records Retention
 - 1. Consultant must maintain an accounting system in accordance with current standards of accounting and financial reporting for the purpose of supporting payments for Services authorized under this PSA. Consultant must retain such records for three (3) years after expiration or termination of this PSA, or until all claims, if any, have been disposed of, whichever period is longer.
- B. Owner's Auditing Rights
 - 1. Upon service of a written Notice to Consultant, Owner, and persons authorized by Owner, have the right at any reasonable time and place to examine, audit, and make copies of books, records, documents, accounting procedures and practices relating to the performance or administration of this PSA, or affecting any changes or modifications to this PSA.
- C. Applicability to Subcontracts
 - 1. Consultant must incorporate the above-stated accounting and audit requirements into all subcontracts, including, but not limited to, contracts with Subconsultants, exceeding Ten Thousand Dollars (\$10,000) in value pursuant to this PSA or any modification thereof.

PART 11 - TERM & TERMINATION

11.01 Owner's Rights

- A. Termination for Convenience
 - 1. OPM may, by written notice to Consultant, terminate all or part of this PSA at any time for Owner's convenience. Upon receipt of such notice, Consultant must immediately cease all work as specified in the notice.
 - 2. If this PSA is so terminated, Consultant will be compensated as set forth below.
- B. Termination for Breach
 - 1. If Consultant violates any of the covenants or agreements of this PSA, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this PSA, and does not cure such failure or violation within thirty (30) days, or such shorter period as the Owner may determine is necessary and appropriate, after receipt of written notice from the County's OPM specifying such failure or violation, whether subject to cure, and, if subject to cure, the time and manner of cure, Owner may terminate this PSA.
 - 2. Owner will provide Consultant with written notice as to the effective date of termination, and Consultant is not entitled to compensation for Services or expenses beyond the specified termination date.
 - 3. If, after notice of termination for breach of this PSA, it is determined that Consultant did not breach this PSA, the termination will be deemed to have been made for Owner's convenience, and Consultant will receive payment due to Consultant for Services performed prior to such termination for convenience in accordance with Section 11.02, below.
- C. Suspension for Convenience
 - 1. OPM may, without cause, order Consultant in writing to suspend, delay, or interrupt the Services under this PSA in whole or in part for up to 90 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach in this Agreement.
- D. The rights and remedies provided herein to Owner are in addition to any other rights and remedies provided by law in this PSA.



11.02 Consultant's Compensation Upon Termination

- A. In the event of Owner's termination of this PSA, Consultant will receive compensation as follows:
 - 1. For fully performed and accepted items of Service, and authorized Reimbursable Expenses pursuant to this PSA, compensation will be in the amount specified in the PSA for that item of Service or expense.
 - 2. For items of Service on which Owner has issued an Authorization to Proceed but which have not been fully completed and accepted, Consultant will be compensated for its Services accepted by Owner in an amount which bears the same ratio to the total fee otherwise payable for the performance of that Service as the Services performed bear to the total Services necessary for the full performance of that Service.
- B. In no event will the total compensation paid for any item of Service exceed the value specified in this PSA for such item of Service.

11.03 Delivery of Documents

- A. Upon any termination of this PSA, Consultant shall furnish Owner all documents and Instruments of Service prepared pursuant to this PSA, whether complete or incomplete. Consultant may retain a copy for its records if so provided by Owner in such notice of termination.

PART 12 - DISPUTE RESOLUTION

12.01 Consultant's Questions & Concerns

- A. Questions regarding the terms, conditions and Services of this PSA will be decided by the County's Director of General Services, who will furnish the decisions to Consultant in writing within thirty (30) Days after receiving a written request from Consultant.

12.02 Dispute Resolution During Construction

- A. Alternate Dispute Resolution (ADR)
 - 1. Owner intends, but shall not be required, to use ADR techniques including Partnering and Mediation during Design.
- B. Consultant and its Subconsultants shall participate in all ADR efforts as directed by Owner.
- C. In the event that Owner elects to utilize such ADR, the cost of such Partnering training facilities and facilitator will be borne equally by the parties hereto.

12.03 Negotiations Before and During Mediation

- A. Negotiations to resolve disputes before and during Mediation are initiated for settlement purposes only and are not binding unless otherwise agreed by Owner and Consultant.

12.04 Mediation

- A. Voluntary Mediation
 - 1. In the event a dispute or issue is not resolved by negotiation, Owner and Consultant agree to attempt to resolve the matter by Mediation.
 - 2. Said Mediation is voluntary, non-binding, and intended to provide an opportunity for the parties hereto to evaluate each other's cases and arrive at a mutually agreeable solution.
 - 3. These provisions relating to voluntary Mediation shall not be construed or interpreted as mandatory arbitration.
- B. Initiation of Mediation
 - 1. Any party hereto may initiate Mediation by notifying the other party hereto in writing.



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C. Request for Mediation

1. A Request for Mediation must contain a brief statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those who will represent them, if any, in the Mediation.

D. Selection of Mediator

1. Upon receipt of a Request for Mediation, within fourteen (14) Days, the parties hereto will confer to select an appropriate Mediator agreeable to all parties hereto.
2. If the parties hereto cannot agree on a Mediator, they hereby agree to accept a Mediator appointed by a recognized association such as the American Arbitration Association.

E. Qualifications of a Mediator:

1. Any Mediator selected hereunder must have expertise in the area of the dispute and be knowledgeable in the Mediation process.
2. No person shall serve as a Mediator in any dispute in which that person has any financial or personal interest in the result of the Mediation.
3. Before accepting an appointment, the prospective Mediator must disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with the parties. Upon receipt of such information, the parties hereto will confer and decide whether to select another Mediator.

F. Vacancies

1. If any Mediator becomes unwilling or unable to serve, another Mediator will be selected unless the parties hereto agree otherwise.

G. Representation

1. Any party hereto may be represented by person(s) of their choice who must have full authority to negotiate.
2. The names and addresses of such representative(s) must be communicated in writing to all parties hereto and to the Mediator.

H. Time and Place of Mediation

1. The Mediator will set the time of each Mediation session.
2. The Mediation will be held at a convenient location agreeable to the Mediator and the parties hereto, as determined by the Mediator.
3. All reasonable efforts will be made by the parties hereto and the Mediator to schedule the first session within sixty (60) Days after selection of the Mediator.

I. Identification of Matters in Dispute

1. Unless a longer period of time is required by the Mediator, at least ten (10) Days before the first scheduled Mediation session, each party hereto must provide the Mediator a brief memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the Mediator, or otherwise agreed by the parties hereto, the parties hereto may mutually exchange such memoranda.
2. At the first session, the parties hereto will be expected to produce all information reasonably required for the Mediator to understand the issue(s) presented. The Mediator may require each party hereto to supplement such information.

J. Authority of Mediator

1. The Mediator does not have authority to impose a settlement on the parties hereto, but will attempt to assist the parties hereto in reaching a satisfactory resolution of their dispute.



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2. The Mediator is authorized to conduct joint and separate meetings with the parties hereto, and to make oral and written recommendations for settlement.
3. Whenever necessary, the Mediator may also obtain expert advice concerning technical aspects of the dispute, provided that the parties hereto agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice will be made by the Mediator or the parties hereto.
4. The Mediator is authorized to end the Mediation whenever, in the Mediator's judgment, further efforts at Mediation would not contribute to a resolution of the dispute between the parties hereto.

K. Privacy

1. Mediation sessions are private.
2. The parties hereto and their representatives may attend Mediation sessions.
3. Other persons may attend Mediation sessions only with the prior written consent of each of the parties hereto, and with the consent of the Mediator.

L. Confidentiality

1. The Mediator will not divulge confidential information disclosed to a Mediator by the parties or by witnesses in the course of the Mediation.
2. All records, reports, or other documents received by a Mediator while serving as Mediator, are confidential.
3. The Mediator must not be compelled to divulge such records or to testify in regard to the Mediation in any adversary proceeding or judicial forum.
4. The parties hereto shall maintain the confidentiality of the Mediation and shall not rely on, or introduce as evidence in any arbitration, judicial or other proceedings:
 - a. Views expressed or suggestions made by the other party hereto with respect to a possible settlement of the dispute;
 - b. Statements made by the other party hereto in the course of the Mediation proceedings;
 - c. Proposals made or views expressed by the Mediator;
 - d. Whether the other party hereto had or had not indicated willingness to accept a proposal for settlement made by the Mediator.

M. No Stenographic Record

1. There shall be no stenographic record of the Mediation.

N. Termination of Mediation

1. The Mediation shall be terminated:
 - a. By the execution of a Settlement Agreement by the parties hereto;
 - b. By a written declaration of the Mediator to the effect that further efforts at Mediation are no longer worthwhile; or
 - c. By a written declaration of a party or parties hereto to the effect that the Mediation proceedings are terminated.

O. Exclusion of Liability

1. No Mediator shall be a necessary party in judicial proceedings related to the Mediation.

P. Interpretation and Application of These Mediation Provisions



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1. The Mediator will interpret and apply these Mediation provisions insofar as they relate to the Mediator's duties and responsibility.

Q. Expenses

1. The expenses of witnesses for each party hereto must be paid by the party producing such witnesses.
2. All other expenses of the Mediation, including required traveling and other expenses of the Mediator, and the expenses of any witness called by the Mediator, and the cost of any proofs or expert advice produced at the direct request of the Mediator, will be apportioned equally between the parties hereto, or otherwise, as the Mediator finds appropriate, or as may otherwise be agreed by the parties hereto.

12.05 Compensation for Participation in Mediation

- A. Consultant is not entitled to compensation for time spent in or for negotiations or Mediation to resolve questions or disputes between Consultant and Owner arising out of this PSA.

PART 13 - MISCELLANEOUS PROVISIONS

13.01 Capitalization and Formatting

- A. Terms capitalized in this PSA include those that are:
 1. Specifically defined; or
 2. Titles of Parts or paragraphs; or
 3. Titles of reports or Deliverables; or
 4. Titles of other documents.
- B. Unless otherwise indicated, **highlighted**, **boldened**, *italicized*, or underlined text is not indented to imply special significance but serves merely as an aid to the reader to distinguish or quickly reference selected text.
- C. Text shown with Strike Through font is meant to, and does, exclude such text from the PSA. It is shown as such merely for the convenience of the Owner.
- D. The captions of the Parts and paragraphs are for convenience only and will not be deemed relevant in resolving any question of interpretation or construction of any such Part or paragraph.

13.02 Force Majeure

- A. Neither party hereto shall be liable to the other party hereto for damages or delay in performance caused by events beyond the control of such party or such party's employees, agents, affiliates, officers, directors, Subconsultants, or representatives, provided that (i) such events are not in any way attributable to any act or omission of such party or any of such party's employees, agents, affiliates, officers, directors, Subconsultants, or representatives, and (ii) the party claiming such delay promptly provides written notice to the other party hereto specifying the cause and anticipated duration of such delay, and (iii) such party diligently endeavors to cure such delay.

13.03 Waiver

- A. In the event any provision of this PSA is held to be invalid and unenforceable by a court of competent jurisdiction, the remaining provisions shall be valid and binding on the parties hereto.
- B. One or more waivers by either party hereto of any provision, term, condition or covenant shall not constitute a waiver of any subsequent breach.

13.04 Timely Approvals

- A. Whenever the approval of Owner or Consultant is required pursuant to this PSA, such approval shall not be unreasonably withheld or delayed.

**13.05 Ownership & Use of Instruments of Service**

- A. Owner shall be the owner of the following items incidental to this Agreement upon creation, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Consultant shall not release any of such items to any other person except after prior written approval of Owner.
- B. Unless otherwise specified herein, Consultant hereby assigns to Owner all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Consultant pursuant to this PSA (collectively referred to as "Copyrightable Work and Inventions"). Owner shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. Consultant agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Consultant warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Consultant at its own expense shall defend, indemnify, and hold harmless Owner against any claim that any Copyrightable Works and Inventions or other items provided by Consultant hereunder infringe upon intellectual or other proprietary rights of a third party, and Consultant shall pay all damages, costs, settlement amounts, and fees that may be incurred by Owner in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this PSA.
- C. Consultant is not entitled to any fees for Owner's use of Instruments of Service unless Owner enters into an agreement with Consultant for Services in connection therewith.
- D. Copies of data exchanged by, through, and between Owner and Consultant that may be relied upon are limited to the printed copies. Computer-generated files, disks, or tapes of text, data or graphics that are furnished, are only for the mutual convenience of the parties. Any risk of translation or reliance on information obtained or derived from the computer-generated material will be at the user's sole risk, and no representations are made, either expressed or implied, as to the long-term performance of data thus transferred.

13.06 Reliance

- A. Unless otherwise indicated, Consultant may rely on the accuracy and technical quality of documents provided by Owner or the Owner's consultants.

13.07 Taxes

- A. Consultant shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this PSA and shall make any and all payroll deductions required by law. Owner shall not be responsible for paying any taxes on Consultant's behalf, and should Owner be required to do so by state, federal, or local taxing agencies, Consultant agrees to promptly reimburse Owner for the full value of such paid taxes plus interest and penalty, if any. Such taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

13.08 Conflicts of Interest

- A. Consultant covenants that Consultant presently has no employment or interest, and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this PSA. Consultant further covenants that in the performance of this PSA, no person having any such interest shall be



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employed or otherwise engaged by Consultant or any Subconsultant. Consultant must promptly disclose to Owner, in writing, any potential conflict of interest. Owner retains the right to waive a conflict of interest disclosed by Consultant if Owner determines it to be immaterial, and such waiver is only effective if provided by Owner to Consultant in writing.

13.09 No Publicity or Endorsement

- A. Consultant shall not use Owner's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Consultant shall not use Owner's name or logo in any manner that would give the appearance that the Owner is endorsing Consultant. Consultant shall not in any way contract on behalf of or in the name of Owner. Consultant shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Owner or its projects, without obtaining the prior written approval of Owner.

13.10 Non-Discrimination

- A. Owner hereby notifies Consultant that Owner's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this PSA and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Consultant agrees to comply with said ordinance.

13.11 Execution in Counterparts

- A. This PSA may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

13.12 Governing Law

- A. This PSA shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

PART 14 - NOTICES

- A. All notices will be deemed to have been given when made in writing and delivered or mailed to the representatives of Owner and Consultant at their respective addresses as shown in Exhibit E, "Notices."

PART 15 - LIMITS OF AGREEMENT

- A. This PSA constitutes the entire and integrated agreement between Owner and Consultant with respect to the subject matter hereto, and supersede all prior negotiations, representations, or agreements, either written or oral, preceding this PSA.
- B. This PSA may be amended only by written agreement signed by Owner and Consultant, except as otherwise expressly authorized herein.
- C. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this PSA shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- D. No remedy herein conferred upon or reserved to Owner is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.



PART 16 - EXHIBITS

- A. The following listed Exhibits referred to herein are incorporated in this PSA as though set forth in full. In the event of conflict between provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.
1. Exhibit A, "Consultant's Scope of Work & Hourly Rates"
 2. Exhibit B, "Consultant's Staff & Subconsultants"
 3. Exhibit C, "Consultant's Compensation"
 4. Exhibit D, "Indemnification And Insurance Requirements"
 5. Exhibit E, "Notices"
 6. Attachment 1, "Qualifications for RFQ# 21010-1 Environmental Consulting Services for Calle Real Campus Master Plan PEIR"
 7. Attachment 2, "Cost Proposal RFQ# 21010-1 Environmental Consulting Services for Calle Real Campus Master Plan PEIR"
 8. Attachment 3, "Request for Qualifications for Environmental Consulting Services, Santa Barbara County Calle Real Campus Master Plan Program Environmental Impact Report (RFQ#21010-1)"



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IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by the COUNTY

County of Santa Barbara

By: _____
DAS WILLIAMS, CHAIR
BOARD OF SUPERVISORS

ATTEST:
MONA MIYASATO,

COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

CONSULTANT:
UltraSystems Environmental Incorporated,
a California Corporation
16431 Scientific Way
Irvine, CA 96218

By: _____
Deputy

By: _____
DocuSigned by:
BETSY LINDSAY
0995095E06054FC...
Authorized Representative

Name: BETSY LINDSAY
Title: President/CEO
Address: 16431 Scientific Way
City/State/Zip: Irvine, CA 92618

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
BETSY SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

By: _____
DocuSigned by:
Lauren Wideman
8F464D622C84458...
Deputy County Counsel

By: _____
DocuSigned by:
Robert Geis
D25019E2AF094BE...
Deputy

APPROVED AS TO FORM:
GREGORY MILLIGAN
RISK MANAGER

RECOMMENDED FOR APPROVAL:
JANETTE D. PELL, DIRECTOR
GENERAL SERVICES DEPARTMENT

By: _____
DocuSigned by:
Greg Milligan
DC240AC1E64247D...
Risk Manager

By: _____
DocuSigned by:
Janette D. Pell
1FBA9BD673A445F...
Department Head

END OF AGREEMENT

EXHIBIT A**CONSULTANT'S SCOPE OF WORK HOURLY RATES**

The following scope of work and hourly rates, which include all overhead, administrative costs, and profit, will be used in arriving at fees for hourly-rate Services. Any rate increases approved by the OPM shall take effect on the yearly anniversary of the Board of Supervisors' approval of the PSA. Modifications to Consultant's Hourly Rate Schedule to include out-years beyond the rates identified in Exhibit A, and the addition of personnel not identified in Exhibit A, will be negotiated by the parties hereto using as a benchmark the prevailing rates/increase for similar Consulting Services in the Central Coast area, and are subject to approval as an administrative modification to the PSA by the OPM.

CONSULTANT FIRM NAME: UltraSystems Environmental Incorporated

SCOPE OF WORK:

Excerpt from "Qualifications for RFQ# 21010-1 Environmental Consulting Services for Calle Real Campus Master Plan PEIR, section 4: UltraSystems Work Plan"

4. ULTRASYSTEMS WORK PLAN**MAJOR TASK 1.0: PROJECT MANAGEMENT, COORDINATION, INITIATION, MEETINGS AND HEARINGS**

- **Task 1.1: Project Management/Coordination.** Immediately after receiving the Notice to Proceed, but prior to the Project Kick-Off Meeting, UltraSystems will prepare a Project Management Plan (PMP) in association with the County's Project Manager. Once agreed to by the County's Project Manager, UltraSystems' Project Manager will engage our formal PMP Tracking System and employ it from Contract Award throughout the Contract Performance Period. This task facilitates our Project Manager's maintenance of, and preparing and submitting to the County's Project Manager monthly relevant project cost, schedule and control reports by task.
- **Task 1.2: Project Initiation/Progress Meeting and Public Hearing Attendance.** UltraSystems Project Manager will attend one Project Kick-Off Meeting, up to eight Progress Meetings and up to two Public Hearings. Of the Progress Meetings, six are assumed to be Zoom or some other form of internet meeting expected to last one hour each. All other meetings and the Public Hearings are expected to be face to face.

MAJOR TASK 2.0: DATA COLLECTION PRIOR TO SCOPING

- **Task 2.1: Data Collection.** Prior to initiating the scoping process identified in Major Task 3.0 below, the UltraSystems Project Team will collect all non-County/proprietary documents and collect all data necessary to initiate the PEIR. This does not include those data being collected as parts of technical reports in preparation under Major Task 4.0 below.
- **Task 2.2: Prepare Project Description.** UltraSystems will develop an Administrative Draft Project Description and submit it to the County for review and comment. Based on the County's comments, UltraSystems will revise and finalize the Project Description for eventual use in the Notice of Preparation, Initial Study and the PEIR. The Project Description will comport with the content provisions set forth in § 15124 of the State CEQA Guidelines, as amended. The Project Description will graphically and textually identify the location and boundaries of the proposed project on both an area-wide and local basis. The Project Description will then identify the objectives of the proposed project and follow that with a discussion of the project's technical and environmental characteristics including engineering and supporting service facilities.

MAJOR TASK 3.0: INITIATE SCOPING PROCESS

- **Task 3.1: Prepare Initial Study.** UltraSystems will prepare an Initial Study for the proposed project pursuant to the provisions of § 15063(d) of the State CEQA Guidelines and will reflect the format of the latest Environmental Checklist Form. The environmental issues to be evaluated in the Initial Study will include the following topical areas:



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Aesthetics	Greenhouse Gas Emissions	Population/ Housing
Agricultural & Forestry Resources	Hazardous Materials	Public Services
Air Quality	Hydrology and Water Quality	Recreation
Biological Resources	Land Use/ Planning	Transportation/ Traffic
Cultural Resources	Mineral Resources	Utilities and Service Systems
Energy	Noise	Tribal Cultural Resources
Geology & Soils	Mandatory Findings of Significance	Wildfire

UltraSystems will submit an Administrative Draft of the Initial Study to the County for review and comment. Based on the County's comments, the Initial Study will be revised and finalized.

- **Task 3.2: Prepare and Circulate Notice of Preparation.** UltraSystems will prepare a draft Notice of Preparation (NOP) for the County's review and approval pursuant to the NOP content provisions set forth in § 15082 of the State CEQA Guidelines. UltraSystems will work with the County to prepare a distribution list for the NOP. The NOP will be circulated for a period of 30 days and will include a copy of the Initial Study. UltraSystems will distribute the NOP to the State Clearinghouse, all Responsible and/or Trustee Agencies, other agencies with a nexus to the proposed project, and other interested parties. The NOP will indicate that any comments regarding the NOP should be returned to the Lead Agency within 30 days. Distribution will occur in a manner where receipt can be verified.
- **Task 3.3: Public Scoping Meetings.** UltraSystems will coordinate and facilitate up to two scoping meetings during the 30-day NOP circulation period. It is suggested that one be solely for public agencies and the other for the general public. The dates for the scoping meetings will be identified in the NOP.

MAJOR TASK 4.0: FIELD INVESTIGATION, DATA COLLECTION AND ANALYSIS

- **Task 4.1: Prepare Technical Studies.** UltraSystems and its sub-consultants will prepare technical studies addressing the following environmental topics: Biological Resources including an Arborist Report, Cultural Resources, Geology and Soils, Hydrology and Water Quality, Hazards and Hazardous Materials including a Phase I Environmental Site Assessment, Air Quality, Greenhouse Gas Emissions, Noise, Traffic, and Tribal Cultural Resources.
- **Task 4.2: Other Topical Data Collection and Analysis.** UltraSystems will collect any and all data not included as part of the aforementioned technical report preparation activities. Field investigations, data collection, reviews and analysis collected and undertaken as part of this Task in combination with the products of Task 4.1 above will constitute the basis to develop a comprehensive understanding of the current and anticipated campus environment sufficient to conduct meaningful impacts analyses for the Administrative Program Draft EIR.

MAJOR TASK 5.0: PREPARE DRAFT PROGRAM EIR

- **Task 5.1: Prepare Draft Program EIR.** This major task encompasses all work efforts required to prepare an Administrative Draft Program EIR. The Draft EIR will be developed for the purpose of satisfying the County's environmental review obligations per CEQA as Lead Agency. This Task assumes all efforts related to the preparation of an Administrative Draft Program EIR for County review. The efforts under this Task complement those undertaken in previous Tasks 2.1, 3.1, 4.1 and 4.2. The primary components of the Administrative Draft Program EIR are identical to those presented on Pages 5 and 6 of the County's RFQ. As such, in overview, the document will be structured as follows: Table of Contents, Figures and Tables Legend, Executive Summary, Introduction and Purpose, Project Description, Existing Setting, Impacts, and Mitigation Measures, Other CEQA Topics, Alternatives to the Proposed Action, Collaborators, References and Appendices. UltraSystems will prepare and submit an Administrative Draft Program EIR for the County's review and comment. Based on the County's comments UltraSystems will prepare another Draft Program EIR iteration and submit it to the County for a second review. Once received the County's final comments will be incorporated into what will become the Draft Program EIR to be circulated to public agencies and the general public.



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- **Task 5.2: Circulate the Draft Program EIR.** Upon concurrence of a document distribution list, UltraSystems will print the Draft Program EIR, which will be disseminated to those agencies, organizations, and individuals required to receive notice. All mailing will be done via certified mail (return receipt requested). The proofs of delivery will be assembled by UltraSystems to document distribution compliance. UltraSystems will also prepare a **Notice of Availability (NOA)** in order to give sufficient notice to the public, responsible agencies, trustee agencies, and the City Clerk that the Draft EIR is available for review and comment. A 45-day circulation period is planned. Consistent with CEQA Guidelines § 15087(c), the notice will contain a brief project description and its location; the starting and ending dates for the review period during which the County will accept comments; the date, time and place of any scheduled public meeting or hearing; the address where copies of the Draft EIR are available for review; and if applicable, the presence on the site of any hazardous wastes per Government Code § 65962.5. UltraSystems will ensure posting of the NOA with the Santa Barbara County Clerk, and mail the NOA to up to **25 recipients**. UltraSystems will prepare the **Notice of Completion (NOC)** and then file that notice with the County Clerk and the State Clearinghouse.

MAJOR TASK 6.0: PREPARE RESPONSES TO COMMENTS

- UltraSystems will respond to all comments received on the Draft Program EIR of an environmental nature. We have budgeted 100 hours for this task. We will submit the draft responses to the County for review, comment and or approval. All responses will be revised accordingly and incorporated into the Final Program EIR. The effort to identify and catalogue and numerically identify each comment to be responded to is part of Task 7.1 below.

MAJOR TASK 7.0: PREPARE FINAL PROGRAM EIR DOCUMENT

- **Task 7.1: Receive and Identify Comments Received on the Draft Program EIR.** UltraSystems, in concert with the County, will receive all comment letters on the Draft Program EIR and then organize and code each comment received.
- **Task 7.2: Prepare Final Program EIR.** UltraSystems will prepare a Draft Final Program EIR which will consist of: the Draft Program EIR revised per the comments; a list of persons, organizations, and public agencies commenting on the Draft Program EIR; the actual comments and recommendations received on the Draft EIR as an appendix/appendices; and any other information added by the County.

MAJOR TASK 8.0: CERTIFICATION PROCESS

- UltraSystems will prepare and file with the Santa Barbara County Clerk a Notice of Determination (NOD) for the proposed project once it has been approved and the Program Final EIR has been certified.

MAJOR TASK 9.0: MITIGATION MONITORING AND REPORTING PROGRAM DEVELOPMENT

- UltraSystems will prepare a draft Mitigation Reporting and Monitoring Program, pursuant to § 21081.6 of the Public Resources Code. The monitoring program shall specify: (1) the responsibility for implementation; (2) the timing for implementation; (3) the mechanisms of monitoring activities, including the frequency, contact, and format for reporting requirements; and (4) the content, requirements, and ultimate disposition of a Final Mitigation Monitoring and Reporting Program Report. UltraSystems shall assist the County in soliciting and incorporating the views of Responsible Agencies regarding the scope and the appropriate aspects of the monitoring and reporting program.

Excerpt from "Request for Qualifications for Environmental Consulting Services, Santa Barbara County Calle Real Campus Master Plan Program Environmental Impact Report (RFQ#21010-1), Section 4.0: Scope of Work"

4.0 SCOPE OF WORK

Qualified firms shall complete/provide the County with **all** associated tasks, coordination, labor and materials required to develop a comprehensive PEIR pursuant to CEQA and in conformance with the State CEQA Guidelines, including but not limited to:



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- Data Collection prior to Scoping:
 - Collect all non-County/proprietary documents
 - Collect all data necessary to initiate the PEIR
 - Development of the Master Plan (eg: Project Description)
- Initiate scoping process:
 - Notice of Preparation
 - Coordinate and facilitate Public Scoping Meetings on the types of environmental issues, mitigation measures and alternatives to address in the EIR during the environmental scoping period
 - Public Review and comment period for scope
- Field investigation, data collection and Analysis:
 - Any and all necessary field investigations, data collection, reviews and analysis by selected firm or consultants shall be included to develop a comprehensive understanding of the Campus environment to prepare the Draft EIR
- Prepare Draft EIR
 - Notice of Availability
 - The Draft EIR shall be released for public review during a 45-day comment period as defined by CEQA
- Prepare Responses to Comments
- Prepare Final Program EIR document consisting of:
 - The Draft EIR with the revisions that address the comments received on the Draft EIR.
 - A list of persons, organizations, and public agencies commenting on the Draft EIR, as well as the actual comments and recommendations received on the Draft EIR as an appendix/appendices.
 - Responses to comments received on the Draft EIR
 - Any other information added by the Lead Agency
- Certification Process
 - Notice of Determination
- Mitigation Monitoring and Reporting Program development

END EXHIBIT A

EXHIBIT B

CONSULTANT'S STAFF & SUBCONSULTANTS

- A. Consultant declares that the Principal-in-Charge on behalf of Consultant shall be Betsy A. Lindsay. Consultant declares that the Project Manager shall be Hina Gupta.
- B. Consultant will only employ Subconsultants identified in Section D herein and in the Consultant's response to the County's RFQ for this project, and each Subconsultants must, if their profession or specialty is licensable, be licensed by the State of California to perform such Services. Consultant must obtain Owner's prior written approval of any other subconsultants and subcontractors. Upon Owner's request, Consultant shall provide copies of all Subconsultant contract agreements to Owner.
- C. None of the Staff or Subconsultants shall be replaced without OPM's prior written approval pursuant to an amendment to this PSA. If Consultant's Project Manager or any other designated key staff person or Subconsultant fails to perform to the satisfaction of Owner, on written notice from Owner's Project Manager, Consultant will have fifteen (15) calendar Days to remove that person from the Project and provide a qualified replacement acceptable to OPM, and subject to OPM's prior written approval.
- D. Subconsultants List as defined in the Consultant's response to the County's RFQ for this project are as follows:

Mark Drollinger , MEng, CSP, CHMM, EiT Project Geologist - Citadel EHS	Phase I / Phase II ESA, Geology and Soils, Hazards and Hazardous Wates/Materials, Water Quality
Tom Tang , MS, Principal - CRM Tech	Architectural Historian, SHPO	
Justin Tucker , BS, PE - RK Engineering	Traffic, Circulation, Parking - VMT/LOS	
Nicky Akbariyeh , MS, PE - NOVA	Geotechnical, Soils	
Jennifer Walker , MCE, Env SP, Principal Water Resources Engineer - Watearth	Hydrology, Water Quality	

END EXHIBIT B



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EXHIBIT C

CONSULTANT'S COMPENSATION

1. COMPENSATION SUMMARY

a.	Consultant's Fixed Fee for the Basic Services described in <u>Exhibit A</u> , "Consultant's Scope of Work and Hourly Rates" shall be:	
	Services for Base Services	\$299,760.00
	Services for Alternates	\$0.00
	SUBTOTAL: Fixed Fee for Basic Services	\$299,760.00
b.	Allowance for Reimbursable Expenses pursuant to Part 10.02 1	\$0.00
	Allowance for Additional Basic Services (PSA Part 5.04) and Supplementary Services (PSA Part 10.03) that may be authorized by the Owner in writing pursuant to issuance of a Supplementary Services (SS) Order , issued during the period of the PSA.	\$10,000.00
c.		
2.	MAXIMUM COMPENSATION (a+b+c)	\$309,760.00

3. PROGRESS PAYMENTS

- For **FIXED FEE** portion, Progress Payments will be on the basis of completion of Project Milestones.
- For **HOURLY FEE** portion, Progress Payments will be made monthly and based on the actual hours worked during the billing period charged at the hourly rates set forth in Exhibit A or B to the PSA. **(Consultant must include back up information for payment including a breakdown of the staff hours for particular tasks performed: task-fee breakdown)**
- Only invoices identifying personnel listed in Exhibit A or B to the PSA will be accepted by Owner for payment.
- Consultant must submit appropriate documentation and information to support each invoice, including a narrative description of services performed during the period; completed milestones and deliverables.

END EXHIBIT C



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EXHIBIT D

**Indemnification and Insurance Requirements
(For Environmental Contractors and/or Consultant Contracts)**

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. ***(Not required if CONTRACTOR provides written verification that it has no employees)***
4. **Contractor's Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions:** applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.



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If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal



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may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

EXHIBIT E

NOTICES

1. All notices are deemed to have been given when made in writing and delivered or mailed to the representatives of Owner and Consultant at their respective addresses as follows:

a. Owner:

County of Santa Barbara
Capital Division
1105 Santa Barbara St. (Historic Courthouse, 2nd Floor)
Santa Barbara, CA 93101

Attention: Patrick Zuroske, Assistant Director, General Services Department
(805) 568-3096 / pzuroske@countyofsb.org

b. Consultant:

UltraSystems Environmental, Inc.
16431 Scientific Way
Irvine, CA 92618

Attention: Betsy A. Lindsay, President/CEO

END EXHIBIT E



County of Santa Barbara: General Services
Capital Division

ATTACHMENT 1

**QUALIFICATIONS FOR RFQ# 21010-1
ENVIRONMENTAL CONSULTING SERVICES FOR
CALLE REAL CAMPUS MASTER PLAN PEIR**

QUALIFICATIONS FOR RFQ# 21010-1 ENVIRONMENTAL CONSULTING SERVICES FOR CALLE REAL CAMPUS MASTER PLAN PEIR

Presented to:



Santa Barbara County
General Services Department – Capital Project Division
1105 Santa Barbara Street, Courthouse Second Floor East Wing
Santa Barbara, CA 93101

Prepared by:



UltraSystems Environmental Inc.
16431 Scientific Way
Irvine, CA 92618
Proposal No. 221125

December 2022



UltraSystems
environmental • management • planning

1. COVER LETTER

December 19, 2022

Santa Barbara County – General Services Department – Capital Project Division

Attn: Ashton Ellis, Senior Project Manager
1105 Santa Barbara Street, Courthouse Second Floor East Wing
Santa Barbara, CA 93101

SUBJECT: ENVIRONMENTAL CONSULTING SERVICES FOR SANTA BARBARA COUNTY CALLE REAL CAMPUS MASTER PLAN PEIR | PROJECT #21011 (RFQ# 21010-1)

Dear Ms. Ellis:

UltraSystems Environmental Inc. (“UltraSystems”) is pleased to submit our proposal to Santa Barbara County (“County”) to prepare a Program-Level Environmental Impact Report (PEIR) pursuant to the California Environmental Quality Act (CEQA).

The following requested information is provided about the company, and depicts its legal entity name, FEIN, and Dun & Bradstreet identification numbers, along with other relevant information.

FIRM PROFILE	
Company Name:	UltraSystems Environmental, Incorporated (UltraSystems)
Corporation Type:	UltraSystems is a S Corporation (C1747565). It is privately held.
Headquarters:	16431 Scientific Way, Irvine, CA 96218 T: 949/788-4900 F: 949/788-4901
Website:	https://ultrasystems.com/
Year Incorporated:	July 14, 1994 S-Corp
FEIN:	33-0623499
D&B Number:	87924-8243
Years in Business:	28
Organizational Structure:	Flat, with six distinctive Groups. Including: (1) AQ, Noise, GHG; (2) Biological Services; (3) Cultural Resources; (4) GIS; (5) Environmental; (6) Water Resources.
Diversity Certifications:	<ul style="list-style-type: none"> ➤ Disadvantaged Business Enterprise (DBE) ➤ Small Business Enterprise (SBE) ➤ Woman-owned Business Enterprise (WBE) ➤ Federal Woman-owned Small Business (WOSB) ➤ DIR # 1000369051
Contact for the Contract:	Betsy A. Lindsay, President/CEO E: blindsay@ultrasystems.com T: 949/788-4900 x227
Number of Employees:	Full time employees in Irvine = 42
NAICS:	541620, 541330, 541370, 541618, 541720, 541690, 541990
Office Locations:	Irvine and Grass Valley

Corporate Office – Orange County
16431 Scientific Way
Irvine, CA 92618-4355

Telephone: 949.788.4900
Facsimile: 949.788.4901
Website: www.ultrasystems.com

**Santa Barbara County – General Services Department – Capital
Project Division**

December 19, 2022

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UltraSystems is a full-service planning and environmental consulting firm serving public and private sector clients throughout California. We have 42 employees that provide a broad range of experience to prepare environmental documents and technical studies in full compliance with the California Environmental Quality Act (CEQA). UltraSystems is headquartered in Irvine, California, and this specific project would be managed from our Irvine office.

UltraSystems is a full-service planning and environmental consulting firm. Since our inception in 1994, we have successfully prepared more than 7,000 environmental compliance documents pursuant to CEQA/NEPA, as well as engineering studies and focused technical reports. Our team can perform robust CEQA environmental analysis and document preparation for this project.

The core project team will be based in our Irvine office, led by **Betsy Lindsay**, MURP, Principal, **Hina Gupta**, MURP, LEED-AP B+C, Senior Project Manager, and **Michael Milroy**, MS, Deputy Project Manager. Their knowledge, skills and experience are highlighted herein and will leverage their leadership skills with our experienced in-house experts to manage and provide all of the required services.

UltraSystems is committed to successful project management, time management and project delivery of every project it undertakes. For that reason, it is our responsibility as a consultant to develop legally defensible environmental documents and to communicate our technical knowledge clearly and concisely to our client, and ultimately, to the public.

Throughout our proposal, we will demonstrate why the UltraSystems project team is perfectly suited to work with County and prepare the PEIR for the Calle Real Campus Master Plan. In summary, our project team offers the following:

- A perfect combination of experience and expertise. Our firm is very cost-competitive and is collectively comprised of more 150+ talented individuals for this contract. We have strategic teaming partners with detailed knowledge of Master Plans and the local area.
- Our project team has the resource capacity and staff availability for this project.

As the President/CEO of UltraSystems, I am a duly authorized officer of the firm with the legal authority to bind and commit the firm to contractual obligations. This proposal remains in effect for a period of **not less than 180 days** from the date of submittal. Should you need any additional information, you can reach me via email at blindsay@ultrasystems.com, telephone (949) 788-4900 ext. 227 or cellphone (949) 274-3935.

UltraSystems is also requesting protections of all proprietary information contained within our proposal and costing proposal.

Sincerely,

Betsy A. Lindsay

President/CEO | **UltraSystems Environmental Incorporated**

Corporate Office – Orange County
16431 Scientific Way
Irvine, CA 92618-4355

Telephone: 949.788.4900
Facsimile: 949.788.4901
Website: www.ultrasystems.com



❖ ENVIRONMENTAL CONSULTING SERVICES - CALLE REAL CAMPUS PEIR ❖

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APPENDIX

Appendix Key Personnel Resumes



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2. STATEMENT OF QUALIFICATIONS

The preparation and review of CEQA/NEPA documents has been a **core service** of UltraSystems since our inception in 1994. This expertise includes coordination with local, state, federal and other governmental agencies; managing public participation programs; issuing necessary legal notices; and incorporating the environmental document(s) into the overall planning process. UltraSystems regularly acts as an extension of staff for public agencies to perform all required public and agency notifications for CEQA and NEPA environmental review documents. After review, UltraSystems handles the logistics of distribution, publication, and notifications per California Government Code requirements.

UltraSystems approaches the preparation of each environmental document with an emphasis on quality and thoroughness of analysis. We offer our clients proactive solutions that emphasize anticipation and resolution of environmental issues early in the planning process, when the applicant has the greatest flexibility to design the project in a way that avoids or minimizes costly permitting and mitigation requirements.

The UltraSystems project team is fully equipped to undertake the completion of the CEQA PEIR for the Calle Real Campus Master Plan for the County. UltraSystems is committed to applying a well-honed project management approach, effective and transparent cost/schedule/control protocols, and quality assurance/quality control procedures on this assignment. Consistency in applying the foregoing is an UltraSystems hallmark. Our promise to the County is that we will commit the firm's resources to ensure that the subject environmental document proceeds on schedule, with no costly delays in processing or review time.

2.1 Project Team Structure

Table 2.1-1 identifies the firms comprising the UltraSystems Project Team, their roles, and office location from where the work would be performed. UltraSystems would serve as Prime on the upcoming assignment to ensure the successful completion of the Scope of Services (Work Program).

Table 2.1-1
FIRMS COMPRISING THE ULTRASYSTEMS PROJECT TEAM

FIRM	PROJECT TEAM ROLE	LOCATION	EMPLOYEES
PRIME CONTRACTOR			
UltraSystems Environmental Inc.	Project Management, CEQA Document, Noticing/Distribution and Technical Report Preparation CEQA Management, Quality Assurance/Control, Technical Oversight, Noticing, EIR Preparation and Production, Mitigation Monitoring and Reporting Program, CEQA Noticing, Prepare 15091 Findings, and 15093 Statement of Overriding Considerations	Irvine	42
SUBCONSULTANT			
CRM TECH	Historical Resources, SHPO Coordination	Colton	10
Citadel EHS	Hazardous Materials, Phase I ESA	Glendale	57
Nova Services	Geology and Soils	San Diego	70
RK Engineering Group	Traffic, Parking, Pedestrian Safety	Newport Beach	18
Watearth	Hydrology and Water Quality	Los Angeles	16



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2.2 Key Management Personnel For this Project

Professional bios for the UltraSystems project management team are provided below. Respectively, they include Betsy Lindsay, Principal-in-Charge/Project Director; Hina Gupta, Senior Project Manager; and, Michael Milroy, Deputy Project Manager.

BETSY LINDSAY, MURP | Principal-in-Charge/Project Director



As UltraSystems' Principal, Ms. Lindsay will ensure client satisfaction of all services provided by the UltraSystems Project Team under this contract to the County. In this role, Ms. Lindsay will be responsible for assuring resources are available to complete this project within budget and on schedule. She will help oversee the quality assurance program, and be the primary contact for all matters relating to the contract with the County, and its execution.

Ms. Lindsay has over **35 years** of experience, has successfully prepared over **500** environmental documents for a broad spectrum of projects, and has managed over **20** large-scale, on-call/as-needed contracts that have encompassed **1,000's** of task orders relating to public agency projects.

EDUCATION

- ❖ MURP., Urban and Regional Planning, California State Polytechnic University, Pomona, CA
- ❖ B.S., Geography, California State University, Long Beach, CA

SELECT PROJECT EXPERIENCE

- Rose Hill Courts, Los Angeles – Draft Environmental Impact Report (EIR)/Draft Environmental Impact Statement (EIS)
- Riverside County, Emerald Ranch Specific Plan – EIR
- Don Kojima, Cameron Ranch Specific Plan, unincorporated Riverside County – EIR
- Shapouri & Associates, Sunset Ridge Specific Plan, Wildomar – EIR
- City of San Marcos, Heart of the City Specific Plan – EIR/EIS
- City of San Marcos, Fenton Business Park – EIR
- County of San Bernardino, University/Crest Planned Development – Supplemental EIR
- City of Costa Mesa, Triangle Square – IS/MND
- Lewis Homes, Citrus Heights North Specific Plan, Fontana – EIR
- Woodbridge Homes, Southpointe Master Plan, Diamond Bar – EIR and Addendum
- Emerald Meadows Ranch Specific Plan, Riverside County – EIR

HINA GUPTA, MURP, LEED AP BD+C | Senior Project Manager



Ms. Gupta is an urban and regional planner with **14 years** of experience in environmental planning for a variety of projects including master-planned development, multi-family housing, educational facilities, infrastructure, and transportation.

Ms. Gupta's areas of expertise include Aesthetics and Visual Impact Analysis, Community Impact Assessment, Sustainable Land use and Transit Oriented Development, Streetscape Improvement, Architectural Design and Data Analysis.

She evaluates environmental impacts of projects in accordance with CEQA and NEPA and prepares environmental documents, such as EIRs, EISs, IS/MNDs, and Baseline and Preliminary Environmental Studies. Ms. Gupta also supports project managers with coordination and conducting QA/QC reviews of environmental studies and reports.



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EDUCATION

- ❖ MURP, University of Southern California, Los Angeles, CA
- ❖ B.Arch., Chandigarh College of Architecture, Chandigarh, India

PROFESSIONAL CERTIFICATE

- LEED Accredited Professional – BD+C (Leadership in Energy and Environmental Design)

SELECT PROJECT EXPERIENCE

- West Hollywood, Sunset Boulevard Mix-Used – EIR
- Related of California, Rose Hill Courts – EIR/EIS
- City of Fontana, Sierra Ave. Apartment – IS/MND
- City of Fontana, DCT Jurupa Logistics Center Distribution Center – Addendum
- County of Los Angeles, Department of Public Works, Sheriff's EVOC Center – IS/MND
- Los Angeles Unified School District, Venice High School, Venice – IS/MND
- LAUSD, North Hollywood High School, North Hollywood – IS/MND
- LAUSD, Grant High School, Van Nuys - IS/MND
- Murrieta Senior Living Facility, Murrieta – IS/MND
- Rose Hill Courts Modernization, Housing Authority of the City of Los Angeles – IS/MND and EA/FONSI

MICHAEL MILROY, MS | Deputy Project Manager/Senior Planner



Mr. Milroy is a planner with over **16 years** of experience in community and environmental planning. Mr. Milroy is trained in a variety of project types including residential, commercial, industrial, mixed-use, and specific plan projects. Mr. Milroy's expertise includes California Environmental Quality Act (CEQA) document preparation, project management, and review of supporting technical studies; including, but not limited to, Environmental Impact Reports (EIRs), Initial Studies, Mitigated Negative Declarations, and federally funded National Environmental Policy Act (NEPA) documents.

EDUCATION

- ❖ B.S., Biological Sciences, California State University Long Beach, 1999
- ❖ M.S., Interdisciplinary Studies/Neuroscience, California State University Long Beach, 2004

PROFESSIONAL CERTIFICATE

- Certificate, Environmental Management, University of California Irvine, 2013

SELECT PROJECT EXPERIENCE

- Agua Mansa Commerce Park Specific Plan, Jurupa Valley – EIR
- Etiwanda Truck Ordinance, Jurupa Valley – EIR
- Rancho San Geronio Specific Plan, Banning - EIR
- Southeast Area Specific Plan, Long Beach – EIR
- Wilson Creek Specific Plan, Yucaipa – EIR
- Collegetown Specific Plan, Fullerton – EIR
- Midtown Specific Plan, Long Beach – EIR
- Valley Boulevard Corridor Specific Plan, Bloomington – EIR
- West Carson TOD Specific Plan – EIR
- West Athens TOD Specific Plan – EIR
- Southwest Fresno Specific Plan – EIR
- River Crossing Marketplace Specific Plan, Redding – EIR



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- Beach Boulevard Specific Plan, Anaheim – EIR
- Lakeside Specific Plan, Temescal Valley – EIR
- Lincoln Avenue Specific Plan, Pasadena – EIR
- Jackson Ranch Specific Plan, Kings County - EIR

2.3 Key Subconsultants

The following information provides a summary description of our subconsultants and the key personnel who is responsible for the work efforts.

CITADEL EHS | Phase I ESA



Citadel EHS (Citadel) is a market-leading, employee-owned Environmental, Health, and Safety (EHS) consulting firm that understands how the ‘built environment’ is developed, operated, occupied, and, eventually, deconstructed. Citadel EHS is dedicated to protecting the employees that build and occupy those structures and the environment in which they sit. We provide unique, integrative approaches to Environmental, Health, and Safety challenges for the entire life cycle of a project—from concept to completion, design to development. Our expert team possesses an integrative knowledge base of Architecture, Industrial Hygiene, Safety, Construction, Geology, Sustainability and more that together ensure the most comprehensive strategy and solution for our clients. No matter the project, we assess our client’s challenges, resolve them in a cost-effective manner, and strengthen their businesses. Our founders set these high standards for technical excellence and integrative expertise back when the company was founded in 1993; however, it was their dedication to customer service that became the foundation for everything we do—caring for the people we serve and the work we do. We believe in putting people first, and doing what’s right, always. **Mark Drollinger, M.Eng.**, of Citadel EHS *would lead the technical preparation of the Phase I environmental site assessment for this project.*

CRM TECH | Historical Resources, Architectural Historian, SHPO Coordination



CRM TECH was established in 1993 to provide a broad range of services for managing cultural resources throughout California. The services provided by CRM TECH include all phases of archaeological, paleontological, and historical investigations, including record searches; literature reviews; cultural resource elements of general plans, specific plans, and environmental impact reports; consultation with public agencies; Native American scoping; historical and ethnohistorical research; archaeological, paleontological, and historical surveys; recording archaeological resources; historic building documentation and evaluations; test phase excavations to evaluate the significance of archaeological and paleontological sites; document and archival research to determine the significance of historic-period sites; mitigation/data recovery site excavations; and monitoring of earth moving/heavy equipment operations in sensitive areas. All these services can be implemented following CEQA, NHPA and Caltrans guidelines as needed. CRM Tech uses up-to-date technologies and keeps up with the latest paradigms of the history, prehistory, and paleontology of the region. **Tom Tang, MS** *would lead the historical resources reporting for this project.*



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NOVA SERVICES | Geology and Soils



NOVA Services, Inc. (NOVA) has been providing geotechnical engineering, special inspection, and materials testing services since 2008 throughout southern California. NOVA is a State of California Small Business (SB), a State of California Disabled Veteran Business Enterprise (DVBE), a Service-Disabled Veteran-Owned Small Business (SDVOSB), and a City of San Diego Small Local Business Enterprise (SLBE). NOVA has a staff of over 70 engineers, geologists, inspectors, project managers, and technicians as well as support personnel committed to providing our clients with exceptional service. Our staff holds various certifications, including HAZWOPER, HAZMAT, OSHA, International Code Council (ICC), American Concrete Institute (ACI), and American Welding Society (AWS). Our laboratory maintains the highest degree of certification and accreditation for equipment, methodology, quality control, and technical training. We undergo regular assessments and participate in Proficiency Sample Programs with the Cement and Concrete Reference Laboratory (CCRL) and AASHTO resource (formerly AMRL). We are accredited by AASHTO in the testing of soils, asphalt, concrete, aggregate, masonry, fireproofing, and reinforcing. In addition, our laboratory is approved by the City of San Diego, has been validated by the US Army Corps of Engineers, and is inspected and accepted by the Division of the State Architect (DSA). **Nicky Akbariyeh, MS, PE** would lead the peer review of the geotechnical investigation report.

RK ENGINEERING | Transportation, Circulation and Access



RK Engineering Group, Inc. (RK) is a full-service transportation engineering firm that designs strategies to effectively manage traffic flow and parking demand for vehicles arriving and departing your facility. RK uniquely combines engineering expertise and professionalism with creative thinking and innovative problem solving. The result is an extraordinary transportation engineering firm that possesses the requisite expertise as well as the ability to look across disciplinary boundaries for solutions others may overlook. This innovative approach is evident by the breadth of services available to RK engineering group, inc.'s diverse clientele that includes regional governments, counties, cities, special districts, school districts, community associations, private developers and contractors, engineering, and planning firms. Each client receives what RK engineering group, inc. is known for on-time, on-target, on-budget professional service. **Justin Tucker, BS, PE** would lead the technical preparation of the traffic impact report for this project.

WATEARTH | Water Quality and Hydrology



Watearth is your best resource for planning, master plans, modeling, design, and construction support services in disciplines such as Water Resources, Environmental, Green Infrastructure, Hydrology & Hydraulics, Site Design, Stormwater, and Communications in the Federal Government, Industrial, Litigation/Expert Witness, Local and State Government, Private Development, Training & Education, Transportation, Utilities, and Water Districts sectors. Through consistent emphasis of proactive and responsive communication, quality deliverables, and streamlined processes, we have produced award-winning work for more than a decade, a testament to our reliability and expertise. Our niche focus allows us to create solutions that elude less specialized firms. With highly accredited senior staff, Watearth is widely considered a leading firm in our disciplines, filling both key sub and prime roles. By clearly identifying our areas of expertise,

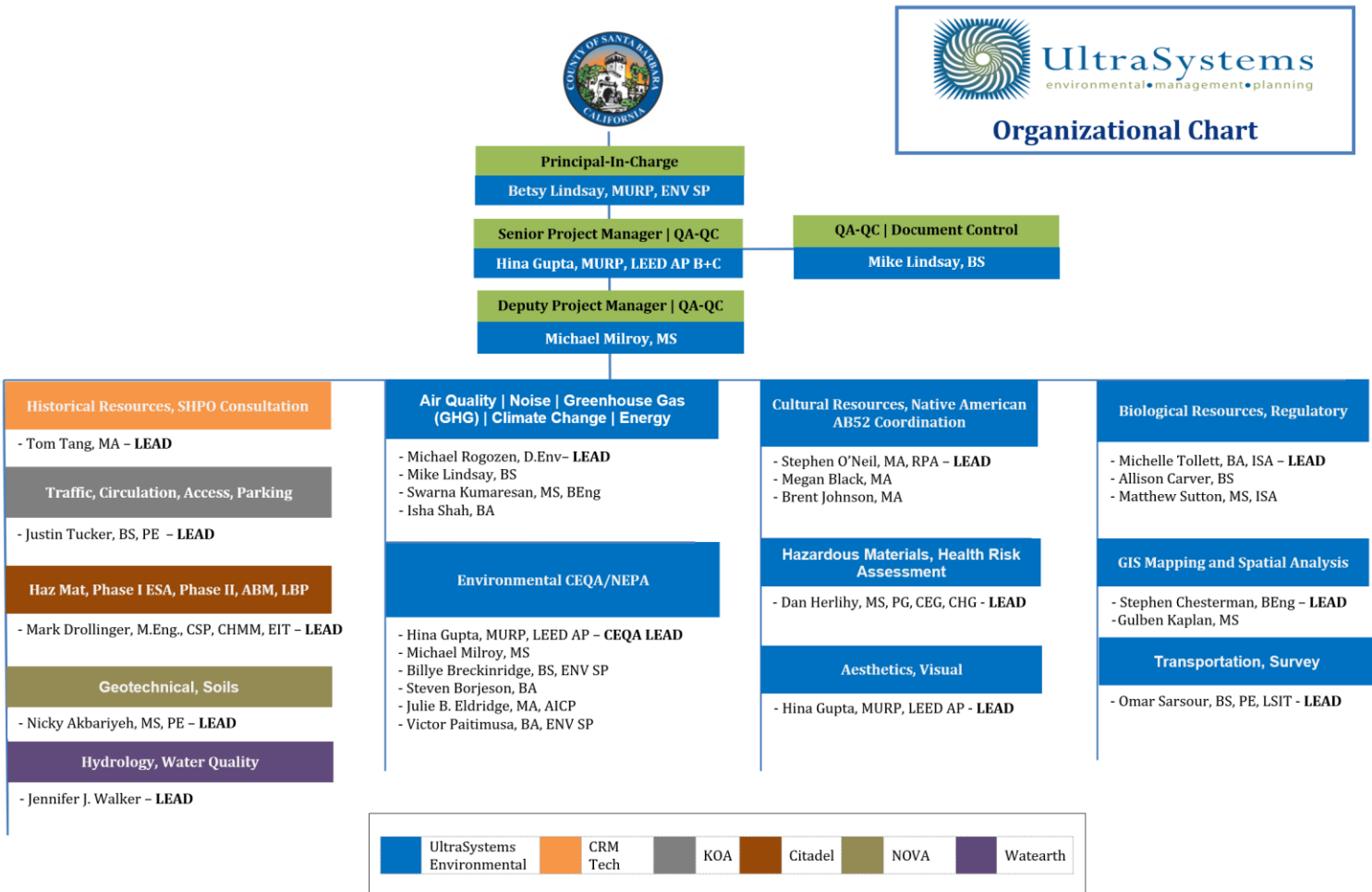


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maintaining strong teaming relationships, and demonstrating precise process-based project management, Watearth guarantees the quality of our work products, ensuring that our designs and recommendations are cost-effective, long-lasting, and supported by scientific rigor. **Jennifer J. Walker PE, DWRE, ENV SP, CFM, QSD** of Watearth would lead the technical preparation of the hydrology and water quality management plan (WQMP).

2.4 Organizational Chart

UltraSystems team’s organization chart, which depicts UltraSystems personnel, and all subcontractor firms (key individuals only). All key individuals were “hand-selected” by each firm’s principal, based on their expertise and experience to service and support this specific contract. These key individuals all have experience working within the County of Santa Barbara or working on Master Plan projects. UltraSystems has worked with all subconsultants on our project team, and trusts their integrity to perform, and has absolute confidence that these firms will perform for County of Santa Barbara, in accordance with your established standards.





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3. FIRM EXPERIENCE AND PROPOSED STAFF

UltraSystems presents the select list of projects below that demonstrate our team's experience in action managing complex projects.

Managing On-call Environmental Compliance Projects. Ms. Lindsay has managed the on-call contracts for Metro, LAUSD, County of Los Angeles Department of Public Works, City of Los Angeles Department of Planning, County of Los Angeles Department of Regional Planning, Port of Los Angeles, Port of Long Beach, Los Angeles World Airports, and Caltrans Districts 7); all projects were located within the Los Angeles metropolitan area. Some of these entities are the same ones that the County may need to interface with during project development or construction implementation.

Additionally, Ms. Lindsay permitted and entitled the Sunshine Canyon Landfill in Los Angeles. This is the 2nd largest Class III landfill in an urbanized setting in the Country. There were over 10 environmental documents and over 22 public hearings on this project. It took 14 years to go through the extensive environmental and regulatory process with the County/City of Los Angeles.

Los Angeles Regional Interoperable Communications System (LA-RICS), NEPA/CEQA Documentation, Los Angeles County, CA

Client: Los Angeles Regional Interoperative Communications Project Authority (LA-RICS)

Contact: Nancy Yang, Environmental Lead | T: 332-6464 | E: NYang@isd.lacounty.gov

Contract Amount: \$3,051,312

Ms. Lindsay was UltraSystems' Principal-in-Charge for this major program, overseeing technical studies and preparation of NEPA documentation toward the construction of LA-RICS, an \$800-million emergency communications system due to be operational in 2016. LA-RICS will provide a highly coordinated emergency communications system to all first responders to natural and man-made disasters throughout Los Angeles County. The company's technical team of more than 90 professionals assessed the potential environmental impacts from the construction of approximately 231 monopoles in urban and rural areas all over Los Angeles County. Ms. Lindsay was responsible for implementing more than 25 outreach meetings with member agencies for this project. Additionally, Ms. Lindsay coordinated with County Counsel and three outside legal counsels for this project, due to the critical nature of these two separate systems.

UltraSystems' technical studies include aesthetics and visual resources, land use, socioeconomic, human health and safety, air quality/greenhouse gas emissions, noise, infrastructure (services and utilities/site access), historic and cultural resources, geology and soils, and biological resources. Ms. Lindsay was also instrumental in establishing and working with LA-RICS staff in identifying and working with key public agencies and regulatory agencies that were involved with this regional project.

PROJECT: THE DISTRICT AT JURUPA VALLEY SPECIFIC PLAN EIR

Client: City of Jurupa Valley

Contact: Thomas Gorham, Principal City Planner | T: 332-6464 | E: tgorham@jurupavalley.org

Contract Duration: Nov. 2021 to Present

Contract Amount: \$188,770

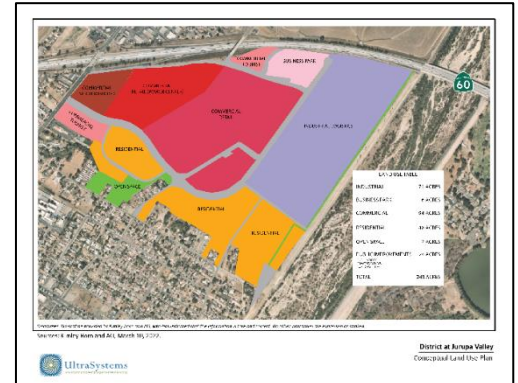
The proposed project site spans 254 acres abutting the east boundary of the City of Jurupa Valley. The site is bounded by the State Route 60 (SR-60) freeway on the north; Jurupa Boulevard on the



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west; the Santa Ana River on the east; and residential uses and churches near 34th Street on the south.

Specific Plan containing 167 acres of nonresidential land use designations; 50 acres of residential designation; 27 acres of mixed-use (residential and commercial) designation; and 10 acres of open space. The Specific Plan would permit development of up to 1,196 residential units and up to 1.5 million square feet of industrial/logistics building area; land use intensities in the proposed commercial designations and commercial uses in the mixed-use designations are yet to be determined.



Description: UltraSystems has been task to peer review technical studies related to air quality, greenhouse gas emissions, noise, biological resources, cultural resources, traffic, Phase I ESA. UltraSystems is also responsible for the preparation of all sections of the EIR.

PROJECT: ROSE HILL COURTS REDEVELOPMENT PROJECT

Client: Related of California

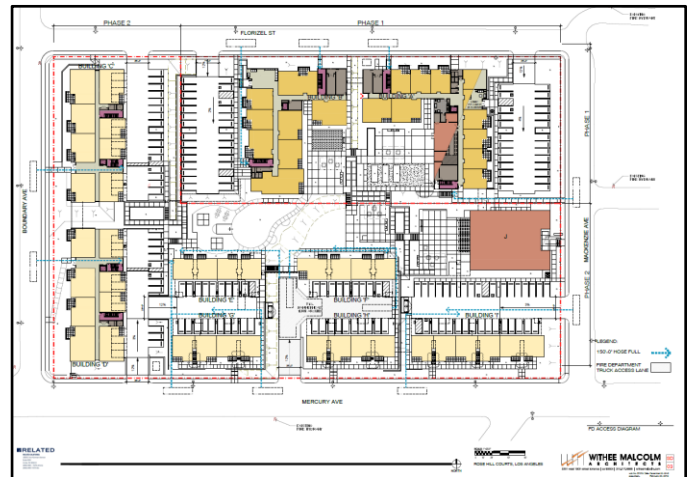
Contact: Rose Olson, Senior Vice President Development

T: (213) 984-4110 | E: rolson@related.com

Contract Duration: February 24, 2018 to Present

Contract Amount: \$259,963

Description: UltraSystems was hired by Related to prepare an EIR/EIR for the redevelopment of a 100-unit public housing project located in northeast Los Angeles. This Project was built in 1942, it is one of the oldest public housing Projects owned by HACLA. Rose Hill Courts was designed by the noted architect W.F. Ruck, Chief Architect. Mr. Ruck was a prominent area architect known for his diverse body of work, including personal residences (i.e., Armand Hammer), civic center opera house, apartments, and industrial buildings. The 5.2-acre site is improved with a total of 15 buildings, comprised of 14 residential buildings and one administration and community building. Most of the buildings are 2-story, wood-frame buildings with townhouse style apartments. There are 245 residents within this complex.



UltraSystems' role is to prepare the CEQA/NEPA environmental documents and associated technical studies, including Visual Impact Assessment, Air Quality Study, Greenhouse Gas Study, Cultural Report, Noise Study and Traffic Impact Report. Additionally, UltraSystems will peer-review the Historical Resources Report, and all Hazardous Materials Studies for this project.



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PROJECT: KINGS AREA RURAL TRANSIT PROJECT

Client: Kings County Area Public Transit Agency

Contact: Angie Dow, Executive Director | T: 559/ 852.2691 | E: angie.dow@co.kings.ca.us

Contract Duration: April 2019 to December 2019 | Status: **Closed**

Contract Amount: \$245,270

The Kings Area Rural Transit (KART) project proposes the demolition of existing structures and construction of a new transit station and commercial development. Existing area constraints limits KART service to one-hour headways for each route. As the existing transit center is not able to serve the expansion and improvement plans of KART, a new site has been identified that would allow KART to increase service frequency to provide 30-minute headways for local Hanford routes to better serve the transit needs of the community.

The approximately four-acre project site is in the downtown area of the City of Hanford, CA, and has been previously developed. The proposed project would consist of an approximately 19,000-square-foot transit station building, offsite parking, and onsite bus parking. The transit building includes 6,900 square feet on the first floor, 5,516 square feet on the second, and 6,557 square feet on the third floor, totaling approximately 19,000 square feet for the entire building. Additionally, the proposed project includes 21 sawtooth bus bays, 19 staff parking spaces, eight secure staff parking spaces, and 114 public parking spaces for transit users. Two electric bus chargers and two electric car chargers would be constructed onsite.



Work Scope: UltraSystems was responsible for environmental documentation for the project, including preparing an Initial Study/Mitigated Negative Declaration (IS/MND) and a Categorical Exclusion to analyze the potential environmental and traffic impacts associated with the proposed new KART station. UltraSystems also held an informational meeting for the public to inform them about the project and answer any questions about the project. In addition, because the project is anticipated to receive federal funding, UltraSystems prepared a Title VI analysis as well as the following technical reports for the IS/MND: air

quality/greenhouse gas technical report, a biological resources records search, a Phase I Cultural Resources inventory, a Phase I Environmental Site Assessment, a transportation impact assessment, and a noise technical report. UltraSystems adhered to the project schedule and budget by completing work in a timely fashion and within the scope of cost provided to the client. The CEQA portion of the project was approved by the Kings County Area Public Transit Agency on December 11, 2019; the CE was approved in June 2020.

3.1 UltraSystems Proposed Staffing

Table 3.1-1 identifies the key project management, scientific, engineering and planning personnel comprising the UltraSystems Project Team. For each Project Team member, the table identifies their names, title, educational level, registrations (as applicable), area(s) of responsibility (Project Role), and years of experience.



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As depicted, the **Principal-in-Charge** for the upcoming assignment will be **Ms. Betsy Lindsay**, UltraSystems' owner. She will be our **Primary Point of Contact** for all contractual matters, will ensure the availability of all necessary corporate resources to complete the assignment and will be part of the deliverable QA process. Day-to-day project management will be the responsibility of **Ms. Hina Gupta**, an UltraSystems **Senior Project Manager**. Ms. Gupta will be the Project Team's **Primary Point of Contact** with the County for all non-contractual matters. Ms. Gupta will be supported by **Michael Milroy**, also an UltraSystems' Project Manager who on this assignment will serve in the capacity of **Deputy Project Manager**.

Table 3.1-1
Key Personnel and Roles

Name/Title	Project Role	Yrs. Exp.	% of Project Involvement
Management Leads			
Betsy A. Lindsay, MURP, ENV SP Principal In Charge/Project Director	Contract Administration, Resource Allocation	35	25
Hina Gupta, MURP, LEED-AP B+C Senior Project Manager	CEQA lead, Aesthetics, Visual Resources QA/QC	14	75
Michael Milroy, MS, BS Deputy Project Manager	Alternatives, QA/QC	16	65
Technical Leads			
Dr. Michael Rogozen, D.Env. Senior Principal Engineer	Air Quality, Health Risk	45	45
Isha Shah, MS, Staff Engineer, Scientist	GHG, Climate Change, and Adaption	2	40
Swarna Kumaresan, MS, BEng, Environmental Engineer	Energy	15	40
Michelle Tollett, BA, ISA, Senior Biologist	Biological Resources, Surveys	22	70
Allison Carver, BS, BA, Senior Biologist	Regulatory Compliance	21	45
Matthew Sutton, MS, ISA Biologist	Biological Surveys	16	65
Stephen O'Neil, MA, RPA Cultural Resources Manager	Cultural Resources, Archaeology, Assist County with AB52, Tribal Coordination	43	60
Billye Breckenridge, BA Senior Planner	GIS Spatial Analysis	23	50
Stephen Chesterman, BEng Principal GIS Consultant	GIS, Utilities	32	60
Mike Lindsay, BS, Operations Director	Noise	26	40
Amir Ayati, BS, Staff Scientist	Noise Field Studies	4	50
Dan Herlihy, MS, PG, CEG, CHG Consulting Engineer	Hydrology and Water Quality	45	45
Robert Reicher, MBA	Population and Housing, Land Use	45	60
Steven Borjeson, BA, Senior Planner	Agriculture Resources, Community Growth	23	60
Julie B. Eldridge, AICP, Senior Project Manager	Public Outreach, Public Meetings and Hearings	30	45
Subconsultants			
Mark Drollinger, MEng, CSP, CHMM, EiT Project Geologist - Citadel EHS	Phase I / Phase II ESA, Geology and Soils, Hazards and Hazardous Wates/Materials, Water Quality	30	70



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Tom Tang, MS, Principal – CRM Tech	Architectural Historian, SHPO	30	70
Justin Tucker, BS, PE - RK Engineering	Traffic, Circulation, Parking - VMT/LOS	9	70
Nicky Akbariyeh, MS, PE - NOVA	Geotechnical, Soils	13	70
Jennifer Walker, MCE, Env SP, Principal Water Resources Engineer – Watearth	Hydrology, Water Quality	30	70

4. ULTRASYSTEMS WORK PLAN

MAJOR TASK 1.0: PROJECT MANAGEMENT, COORDINATION, INITIATION, MEETINGS AND HEARINGS

Task 1.1: Project Management/Coordination. Immediately after receiving the Notice to Proceed, but prior to the Project Kick-Off Meeting, UltraSystems will prepare a Project Management Plan (PMP) in association with the County’s Project Manager. Once agreed to by the County’s Project Manager, UltraSystems’ Project Manager will engage our formal PMP Tracking System and employ it from Contract Award throughout the Contract Performance Period. This task facilitates our Project Manager’s maintenance of, and preparing and submitting to the County’s Project Manager monthly relevant project cost, schedule and control reports by task.

Task 1.2: Project Initiation/Progress Meeting and Public Hearing Attendance. UltraSystems Project Manager will attend one Project Kick-Off Meeting, up to eight Progress Meetings and up to two Public Hearings. Of the Progress Meetings, six are assumed to be Zoom or some other form of internet meeting expected to last one hour each. All other meetings and the Public Hearings are expected to be face to face.

MAJOR TASK 2.0: DATA COLLECTION PRIOR TO SCOPING

Task 2.1: Data Collection. Prior to initiating the scoping process identified in Major Task 3.0 below, the UltraSystems Project Team will collect all non-County/proprietary documents and collect all data necessary to initiate the PEIR. This does not include those data being collected as parts of technical reports in preparation under Major Task 4.0 below.

Task 2.2: Prepare Project Description. UltraSystems will develop an Administrative Draft Project Description and submit it to the County for review and comment. Based on the County’s comments, UltraSystems will revise and finalize the Project Description for eventual use in the Notice of Preparation, Initial Study and the PEIR. The Project Description will comport with the content provisions set forth in § 15124 of the State CEQA Guidelines, as amended. The Project Description will graphically and textually identify the location and boundaries of the proposed project on both an area-wide and local basis. The Project Description will then identify the objectives of the proposed project and follow that with a discussion of the project’s technical and environmental characteristics including engineering and supporting service facilities.

MAJOR TASK 3.0: INITIATE SCOPING PROCESS

Task 3.1: Prepare Initial Study. UltraSystems will prepare an Initial Study for the proposed project pursuant to the provisions of § 15063(d) of the State CEQA Guidelines and will reflect the format of the latest Environmental Checklist Form. The environmental issues to be evaluated in the Initial Study will include the following topical areas:



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Topical Areas to be Discussed		
Aesthetics	Greenhouse Gas Emissions	Population/ Housing
Agricultural & Forestry Resources	Hazardous Materials	Public Services
Air Quality	Hydrology and Water Quality	Recreation
Biological Resources	Land Use/ Planning	Transportation/ Traffic
Cultural Resources	Mineral Resources	Utilities and Service Systems
Energy	Noise	Tribal Cultural Resources
Geology & Soils	Mandatory Findings of Significance	Wildfire

UltraSystems will submit an Administrative Draft of the Initial Study to the County for review and comment. Based on the County's comments, the Initial Study will be revised and finalized.

Task 3.2: Prepare and Circulate Notice of Preparation. UltraSystems will prepare a draft Notice of Preparation (NOP) for the County's review and approval pursuant to the NOP content provisions set forth in § 15082 of the State CEQA Guidelines. UltraSystems will work with the County to prepare a distribution list for the NOP. The NOP will be circulated for a period of 30 days and will include a copy of the Initial Study. UltraSystems will distribute the NOP to the State Clearinghouse, all Responsible and/or Trustee Agencies, other agencies with a nexus to the proposed project, and other interested parties. The NOP will indicate that any comments regarding the NOP should be returned to the Lead Agency within 30 days. Distribution will occur in a manner where receipt can be verified.

Task 3.3: Public Scoping Meetings. UltraSystems will coordinate and facilitate up to two scoping meetings during the 30-day NOP circulation period. It is suggested that one be solely for public agencies and the other for the general public. The dates for the scoping meetings will be identified in the NOP.

MAJOR TASK 4.0: FIELD INVESTIGATION, DATA COLLECTION AND ANALYSIS

Task 4.1: Prepare Technical Studies. UltraSystems and its sub-consultants will prepare technical studies addressing the following environmental topics: Biological Resources including an Arborist Report, Cultural Resources, Geology and Soils, Hydrology and Water Quality, Hazards and Hazardous Materials including a Phase I Environmental Site Assessment, Air Quality, Greenhouse Gas Emissions, Noise, Traffic, and Tribal Cultural Resources.

Task 4.2: Other Topical Data Collection and Analysis. UltraSystems will collect any and all data not included as part of the aforementioned technical report preparation activities. Field investigations, data collection, reviews and analysis collected and undertaken as part of this Task in combination with the products of Task 4.1 above will constitute the basis to develop a comprehensive understanding of the current and anticipated campus environment sufficient to conduct meaningful impacts analyses for the Administrative Program Draft EIR.

MAJOR TASK 5.0: PREPARE DRAFT PROGRAM EIR

Task 5.1: Prepare Draft Program EIR. This major task encompasses all work efforts required to prepare an Administrative Draft Program EIR. The Draft EIR will be developed for the purpose of satisfying the County's environmental review obligations per CEQA as Lead Agency. This Task assumes all efforts related to the preparation of an Administrative Draft Program EIR for County review. The efforts under this Task complement those undertaken in previous Tasks 2.1, 3.1, 4.1 and



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4.2. The primary components of the Administrative Draft Program EIR are identical to those presented on Pages 5 and 6 of the County's RFQ. As such, in overview, the document will be structured as follows: Table of Contents, Figures and Tables Legend, Executive Summary, Introduction and Purpose, Project Description, Existing Setting, Impacts, and Mitigation Measures, Other CEQA Topics, Alternatives to the Proposed Action, Collaborators, References and Appendices. UltraSystems will prepare and submit an Administrative Draft Program EIR for the County's review and comment. Based on the County's comments UltraSystems will prepare another Draft Program EIR iteration and submit it to the County for a second review. Once received the County's final comments will be incorporated into what will become the Draft Program EIR to be circulated to public agencies and the general public.

Task 5.2: Circulate the Draft Program EIR. Upon concurrence of a document distribution list, UltraSystems will print the Draft Program EIR, which will be disseminated to those agencies, organizations, and individuals required to receive notice. All mailing will be done via certified mail (return receipt requested). The proofs of delivery will be assembled by UltraSystems to document distribution compliance. UltraSystems will also prepare a **Notice of Availability (NOA)** in order to give sufficient notice to the public, responsible agencies, trustee agencies, and the City Clerk that the Draft EIR is available for review and comment. A 45-day circulation period is planned. Consistent with CEQA Guidelines § 15087(c), the notice will contain a brief project description and its location; the starting and ending dates for the review period during which the County will accept comments; the date, time and place of any scheduled public meeting or hearing; the address where copies of the Draft EIR are available for review; and if applicable, the presence on the site of any hazardous wastes per Government Code § 65962.5. UltraSystems will ensure posting of the NOA with the Santa Barbara County Clerk, and mail the NOA to up to **25 recipients**. UltraSystems will prepare the **Notice of Completion (NOC)** and then file that notice with the County Clerk and the State Clearinghouse.

MAJOR TASK 6.0: PREPARE RESPONSES TO COMMENTS

UltraSystems will respond to all comments received on the Draft Program EIR of an environmental nature. We have budgeted 100 hours for this task. We will submit the draft responses to the County for review, comment and or approval. All responses will be revised accordingly and incorporated into the Final Program EIR. The effort to identify and catalogue and numerically identify each comment to be responded to is part of Task 7.1 below.

MAJOR TASK 7.0: PREPARE FINAL PROGRAM EIR DOCUMENT

Task 7.1: Receive and Identify Comments Received on the Draft Program EIR. UltraSystems, in concert with the County, will receive all comment letters on the Draft Program EIR and then organize and code each comment received.

Task 7.2: Prepare Final Program EIR. UltraSystems will prepare a Draft Final Program EIR which will consist of: the Draft Program EIR revised per the comments; a list of persons, organizations, and public agencies commenting on the Draft Program EIR; the actual comments and recommendations received on the Draft EIR as an appendix/appendices; and any other information added by the County.



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MAJOR TASK 8.0: CERTIFICATION PROCESS

UltraSystems will prepare and file with the Santa Barbara County Clerk a Notice of Determination (NOD) for the proposed project once it has been approved and the Program Final EIR has been certified.

MAJOR TASK 9.0: MITIGATION MONITORING AND REPORTING PROGRAM DEVELOPMENT

UltraSystems will prepare a draft Mitigation Reporting and Monitoring Program, pursuant to § 21081.6 of the Public Resources Code. The monitoring program shall specify: (1) the responsibility for implementation; (2) the timing for implementation; (3) the mechanisms of monitoring activities, including the frequency, contact, and format for reporting requirements; and (4) the content, requirements, and ultimate disposition of a Final Mitigation Monitoring and Reporting Program Report. UltraSystems shall assist the County in soliciting and incorporating the views of Responsible Agencies regarding the scope and the appropriate aspects of the monitoring and reporting program.

4.1 Timeline/Schedule

The proposed task-by-task performance schedule for the preparation of the Calle Real Campus PEIR from inception to Final PEIR certification is provided on below. Assuming a start date in mid- January 2023, allowing County reviews of deliverables (2 weeks) with durations specified above, and that our technical study reviews don't find anything in one of the studies that delay incorporation of the study into the PEIR, the Administrative Draft PEIR would be ready for certification in approximately 12 months.

Month	1	2	3	4	5	6	7	8	9	10	11	12
Project Management, Coordination, Initiation, Meetings, and Hearings												
Project Management/Coordination												
Meetings/Hearings	◆1	◆2	◆3◆4	◆5	◆6	◆7	◆8		◆9	◆10	◆11	◆TBD
Data Collection Prior to Scoping												
Data Collection	>>>>	>>										
Prepare Project Description	>>>	>>>										
Initiate Scoping Process												
Prepare Initial Study	>>>>>	>>>>>										
Prepare/Circulate Notice of Preparation		>>>	>>>>>									
30 Day NOP Circulation Period			>>>>>									
Public Scoping Meetings (2)			●1 ●2									
Field Investigation, Data Collection and Analysis												
Prepare Technical Studies		>>>>	>>>>	>>>>								
Other Topical Data Collection and Analysis			>>>>	>>>>								
Prepare Draft Program EIR												
Prepare Draft Program EIR			>>>>	>>>>	>>>>	>>>>	>>>>					
Circulate the Draft Program EIR							>	>>>>>>	>>>			
45 Day DPEIR Circulation Period							>	>>>>>>	>>>			
Prepare Response to Comments												
Prepare Response to Comments									>>>>	>>		
Prepare Final EIR Document												
Receive/Identify/Organize Comments								>>>	>>>			
Prepare Final Program EIR										>>>>>	>>>	
Certification Process (NOD)												
MMRP Development												

◆1 Kick-Off ◆2Progress ◆3, 4 Scoping ◆5 Progress ◆6, 7, 8, 9, 10, 11 ◆ TBD Public Hearings



❖ ENVIRONMENTAL CONSULTING SERVICES - CALLE REAL CAMPUS PEIR ❖

5. REFERENCES

The table below provides references from public agency clients who will attest to the quality of work performed by UltraSystems in its capacity as providing environmental consulting services in southern California.

Table 5-1
UltraSystems References

JURISDICTION/CLIENT	PROJECT NAME	WORK SCOPE	YR COMPLETED	CONTACT	TELEPHONE NO.
DuBose Design Group, Inc.	Calexico Warehouse AQ-GHG-HRA	Air Quality/HRA	Current	Tom DuBose	760-353-5110
Splash	Splash Carwash – Noise Report	Noise	2022	George Kilada	714-726-7000
Cargo Solutions Express, Inc.	Cargo Solutions Truck Warehouse Hesperia Project	IS/MND	Current	Bobby Kang	909-350-1644
Awen Solutions Group	VA Sepulveda Land Transfer	NEPA	Current	Lorena Alvarez	703-868-5723
La Canada USD	La Canada High School – Arborist Rpt.	Biological Resources	Current	Jackie Ong	818-952-8399
Atlas Planning Solutions	Santa Clara Co General Plan Safety Element Update	IS/MND	Current	Aaron Pfannenstiel	909-374-4828
City of Fontana	City of Fontana – CIP Project – Phase I ESA	Hazardous Materials	Current	Christopher Smethurst	909-350-6649
C&C Developments	7101 Lincoln Avenue – Workforce Housing Project, City of Buena Park	IS/MND	Current	Todd Cottle	714-288-7600
City of Calexico, Public Works Department	Calexico Reach - New River Improvement Project	Biological Resources	Current	Jose L. Angel	760-877-0234
City of San Clemente – Beaches, Parks & Recreation Department	Richard T. Steed Memorial Park/Baron Von Willard Dog Park Master Plan Update	IS/MND	Current	Samantha Wiley	949-429-8875
Midland Investments, LLC	Midland Plaza IS/MND	IS/MND	Current	Chris Ferko	425-251-6222
Allard Engineering	TT Map No 20535	IS/MND	Current	Bobby Allard	909-356-1815
Trinity Health Corporate	Saint Agnes Medical Center Campus and Emergency Department (ED) Optimization Project	IS/MND	Current	Trinity Health Accounts	734-343-4551
Spiegel Development, Inc.	Sierra Avenue – Rentals in a Townhome Configuration	IS/MND	Current	David Spiegel	848-404-1443
LBUSD	Central Services Asphalt Replacement Project – Phase 2	CEQA	2022	Erin Scott-Keith	562-997-7550 x1328
City of Baldwin Park	Zocalo Park Project	CEQA	Current	Yovanni Viramontes	626-960-4011 x420
Twining	Imperial Yard 2 – Imperial Yard Asbestos and Lead Material Removal/Consulting	Hazardous Materials	2022	Linas Vitkus	562-426-3355
Riverside County Regional Park and Open Space District	Butterfield Overland Trail Preliminary Environmental and Eng. Svcs.	IS/MND	Current	Finance	951-955-6300
Intex Properties Corporation	Addendum 2 for the Westgate Specific Plan FEIR	FEIR	Current	Douglas Ford	310-549-8235



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JURISDICTION/CLIENT	PROJECT NAME	WORK SCOPE	YR COMPLETED	CONTACT	TELEPHONE NO.
Water of Life Community Church	Water of Life Noise Memorandum	Noise	2022	Mark Nuaimi	909-463-0103
NCR	Quality Inn – Home ARC Funds	NEPA	2022	Tracey Williams	909-204-3508
Allard Engineering	Citrus Avenue Condominiums, Fontana CA	IS/MND	Current	Bobbly Allard	909-357-1815
LINIK Corp	Paradise Canyon Elementary School – Tree Survey	Biological Resources	2022	Harold J. Pierre	818-952-8077
Shangri-La Development	Salinas Homekey Project	NEPA/Noise	2022	Mathieu Pons	626-660-4245
LACDPR	Sweetwater Movie Ranch – Phase I ESA	Hazardous Materials	2022	Clement Lau	626-588-5301

5.1 Comparable Project References

PROJECT: THE DISTRICT AT JURUPA VALLEY SPECIFIC PLAN EIR

Client: City of Jurupa Valley

Contact: Thomas Gorham, Principal Planner | T: 951/332-6464 X215 | E: tgorham@jurupavalley.org

Contract Duration: Nov. 2021 to Present

Contract Amount: \$188,770

Project Team: Michael Milroy PM, Hina Gupta (Planning), Billye Breckenridge (Planning), Michael Rogozen (Air Quality, GHG Emissions, Noise), Michelle Tollett (Biology), Amir Ayati (Noise), Steve O’Neil (Cultural and Tribal Cultural Resources), Stephen Chesterman (GIS).

Description: The proposed project site spans 254 acres abutting the east boundary of the City of Jurupa Valley. The site is bounded by the State Route 60 (SR-60) freeway on the north; Jurupa Boulevard on the west; the Santa Ana River on the east; and residential uses and churches near 34th Street on the south. The Specific Plan containing 167 acres of nonresidential land use designations; 50 acres of residential designation; 27 acres of mixed-use (residential and commercial) designation; and 10 acres of open space. The Specific Plan would permit development of up to 1,196 residential units and up to 1.5 million square feet of industrial/logistics building area; land use intensities in the proposed commercial designations and commercial uses in the mixed-use designations are yet to be determined. UltraSystems was tasked with prepared the EIR and providing peer review on all technical studies used in the EIR.

PROJECT: SAINT AGNES MEDICAL CENTER CAMPUS AND EMERGENCY DEPARTMENT OPTIMIZATION PROJECT – IS/MND

Client: City of Fresno/Trinity Health Corporation

Contact: Scott Kime/Cumming Group | T: 279/336-0704 | E: Scott.Kime@cumming-group.com

Contract Duration: May 2022 to Present

Contract Amount: \$139,850

Project Team: Robert Reicher PM, Victor Paitimusa (Planning), Stephen Chesterman (Planning), Billye Breckenridge (GIS), Michael Rogozen (Air Quality, GHG Emissions, Noise), Michelle Tollett (Biology), Amir Ayati (Noise), Steve O’Neil (Cultural and Tribal Cultural Resources).

Description: Saint Agnes Medical Center Campus is planned to be expanded to include the following new components:

1. Emergency Department Replacement building, including new ambulatory entrance on the first level and ambulance entrance. The ED Replacement Building would consist of several



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levels, including Level 1 - a 44,000 sq. ft. emergency department with several entrances for trauma/transport, walk-in entrance, and the public. Level 2 would consist of 23,450 of the ED Replacement Building. There would also be a vertical circulation and enclosed connector to the north wing of the ED building. Lastly, there would be a rooftop Level, which would consist of two separate and distinct levels. These include the following: Level 1 Roof - 15,200 sq. ft. and Level 2 Roof - 28,700 sq. ft.

2. Proposed new parking lot and drive aisle to the ED Replacement Building
3. New Parking deck
4. Proposed healing garden
5. Proposed garden/courtyard
6. Expanded existing surface parking

The total area of site modification would encompass 311,000 sq. ft. Additionally, there would be an expansion of on-site parking from 929 stalls to 1,264 stalls.

PROJECT: CAMERON RANCH SPECIFIC PLAN, TECHNICAL STUDIES, EIR

Client: County of Riverside

Contact: Kojima Development Company | T: 949/244-5506 | E: don.kojima@kojimadevelopment.com

Contract Duration: Sept. 2016

Contract Amount: \$950,000

Project Team: Betsy Lindsay PM, Hina Gupta (Planning), Michael Rogozen (Air Quality, GHG Emissions, Noise), Michelle Tollett (Biology), Amir Ayati (Noise), Steve O'Neil (Cultural and Tribal Cultural Resources).

Description: UltraSystems was hired by the Kojima Development Company to prepare an EIR and associated studies for the Cameron Ranch Specific Plan Project. The County of Riverside Planning Department was the Lead Agency under CEQA. The project site included 609 acres of vacant hilly terrain covered with various types of vegetation including: California Coastal Sage Scrub, chaparral, riparian scrub habitat and oak trees, with scattered trees or their remnants.

Project Role. UltraSystems prepared all environmental documentation in accordance with CEQA and associated technical studies, including Visual Impact Assessment, Biological Assessment, Focused Rare Plant Survey, Small Mammal Survey, Bat Survey, Tree Survey, Jurisdictional Delineation, Air Quality Technical Study, Greenhouse Gas Technical Study, Historic Report, Cultural Report and Noise Study. Both a Consistency Analysis and Determination of Biologically Equivalent or Superior Preservation documents were prepared in accordance with the Western Riverside County Multiple Species Plan. In addition, UltraSystems' subconsultants assisted with preparation of: Residential Specific Plans, Design Plans, Geotechnical Plans, Hydrological Plans, Water Assessment, Utility and Infrastructure Plans, Paleontological Study and Traffic Report.

PROJECT: COMMERCE TRANSIT MAINTENANCE FACILITY - IS/MND

Client: City of Commerce

Contact: Claude McFerguson, Director | T:323/887-4419 X2235 | E: claudem@ci.commerce.ca.us

Contract Duration: May 2022

Contract Amount: \$106,090

Project Team: Betsy Lindsay PM, Hina Gupta (Planning), Billye Breckenridge (Planning), Michael Rogozen (Air Quality, GHG Emissions, Noise), Michelle Tollett (Biology), Amir Ayati (Noise), Steve O'Neil (Cultural and Tribal Cultural Resources), Stephen Chesterman (GIS).



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Description: The City of Commerce (City) proposes to construct and operate a transit maintenance facility (TMF) that would serve the City's transit fleet. The project would include construction and operation of a temporary TMF on a 2.65-acre site at the southwest corner of Elkgrove Avenue and Washington Boulevard, at 5733 Sheila Street, approximately 670 feet north of the proposed project site, while the proposed permanent TMF would be built. An existing vacant metal maintenance building and vehicle wash on that site would be demolished. The temporary TMF would consist of portable buildings service bays formed from shipping containers, steel frames, and canvas. The portable buildings and service bay elements would be removed after opening of the proposed permanent TMF.

Project Role: The City has contracted UltraSystems to provide the environmental review services for the proposed project. UltraSystems' scope of services includes preparation of an IS/MND to comply with the CEQA. As part of the IS/MND, UltraSystems conducted technical assessments for Air Quality/Greenhouse Gas Emissions, Biological Resources, Cultural Resources, and Noise. Additionally, because the City is planning to use federal funding for this project, the City also contracted UltraSystems to prepare a Categorical Exclusion (CE) to comply with the National Environmental Policy Act (NEPA). UltraSystems is also providing support for public noticing, public distribution, and public hearings for the project. The IS/MND went out for public review from May 11, 2021 to June 11, 2021.

Add On Work: UltraSystems also conducted a Environmentally-Regulated Materials (ERMs) Pre-Demolition Survey for the City's Refuse to Energy Facility (CREA).

Contract Amount: \$15,344

Project Team: Betsy Lindsay PM and Citadel EHS.

6. REQUIRED STATEMENTS OF ASSURANCE

The following are required statements of assurance to fulfill requirements requested in the RFQ:

Non-substitution without Approval – UltraSystems will not substitute key staff members or subconsultants without prior approval and authorization of County staff.

Non-conflict of Interest – UltraSystems has thoroughly reviewed the County's Request for Qualifications and MSA and hereby confirms that our firm has no conflict of interest with respect to any stipulation identified therein. In addition, UltraSystems has made no contact with any County Board member prior to submittal of this proposal to the County.

Non-collusion Affidavit – UltraSystems employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure this public contract under which he/she received payment, other than persons regularly employed by UltraSystems in the regular course of their duties for UltraSystems.

Litigation - UltraSystems has as a strong history of producing high quality products for clients. We have no pending litigation or adverse conditions that would affect our ability to undertake or complete environmental services for the County of Santa Barbara. Additionally, our subconsultants have no pending litigation on their projects.

Ability to Fulfill Indemnification, Insurance, and Agreement for Services – UltraSystems will provide A COI is awarded this contract. Currently, we have no Issues relating to Insurance requirements.



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Proof of DIR Registration - UltraSystems DIR Registration PW-LR-1000369051 ends on 6/30/2025. Our firm will provide proof of registration at contract award.

Retention of Proposal - UltraSystems acknowledges this requirement.

Betsy A. Lindsay, MURP

Principal



Years of Experience

35+

Years with Firm

28

Education

- Graduate Program, Public Policy and Administration, California State University, Long Beach, CA, 1992
- Graduate Program, Business Administration, Pepperdine University, Irvine, CA, 1991
- M.U.R.P., Master of Urban and Regional Planning, California State Polytechnic University, Pomona, CA, 1989
- B.A., Geography, California State University, Long Beach, CA, 1978

Professional Affiliations

- American Planning Association
- Urban Land Institute
- Association of Environmental Professionals
- National Association of Women Business Owners
- National Association for Female Executives

Areas of Expertise

- CEQA
- NEPA
- Entitlement
- Energy
- Federal
- Institutional
- Infrastructure

PROFESSIONAL SUMMARY

Ms. Lindsay is the founder and chief executive of UltraSystems Environmental. A building industry veteran, she has over 35 years of experience in environmental planning and permitting, preparing more than 400 environmental documents. Her background includes managing over 20 on-call professional service contracts for public agencies, which have included hundreds of projects. At UltraSystems, her day-to-day responsibilities include business and project management, contract administration, resource allocation, and quality control. She is responsible for overall project management, the preparation and processing of CEQA/NEPA documents, and associated entitlement obligations for large-scale public and private infrastructure projects.

SELECT PROJECT EXPERIENCE

As-Needed Environmental Documentation and Regulatory Permit Contract, Los Angeles County, CA

Ms. Lindsay is serving as Principal-in-Charge and Contractual Administrator for this ongoing contract for the County of Los Angeles. She assists with the oversight of all environmental documentation preparation and entitlement processing, as well as technical services. UltraSystems is contracted by Los Angeles County to provide “as-needed” environmental services for various projects throughout the County. UltraSystems has managed over 100 projects under this County of Los Angeles contract.

DCT Jurupa Logistics Center II Project - ADDENDUM, City of Fontana, CA

Ms. Lindsay is serving as Principal-in-Charge and was hired by the City of Fontana to complete an Addendum to the Southwest Industrial Specific Plan Program Environmental Impact Report in compliance with California Environmental Quality Act (CEQA) to account for necessary changes or additions to the project, of which, none of the conditions described in Section 15162 of the State CEQA Guidelines calling for a preparation of a subsequent EIR has occurred.

Environmental Impact Report, Master Plan, Fullerton College, CA

UltraSystems prepared an Environmental Impact Report (EIR) comprehensively examining and assessing any potentially significant environmental impacts associated with the proposed Cypress College Master Plan. Ms. Lindsay served as the Principal-in-Charge, providing technical review of all environmental documentation to ensure regulatory compliance. The Cypress College Master Plan addressed 22 parcels within a 108-acre campus in Cypress, within North Orange County.

KART Transit Station Project, IS/MND & EA/FONSI, Kings County, CA

Ms. Lindsay acted as UltraSystems’ Principal-in-Charge for this project involving the development of the KART Transit Station Project which proposes to construct a transit station in the City of Hanford, in Kings County, California. The proposed transit station would replace an existing station that is being outgrown by transit demand. The proposed project would consist of an approximately 19,000-square-foot transit station building, offsite parking, and onsite bus parking. Ms. Lindsay oversaw UltraSystems’ work on both the IS/MND and CE for the proposed project.

Hina Gupta, LEED AP

Senior Project Manager



Years of Experience

14

Years with Firm

14

Education

- Master of Urban and Regional Planning, University of Southern California, Los Angeles, CA, 2009
- B Arch, Chandigarh College of Architecture, Chandigarh, India, 2007

Professional Certification

- LEED Accredited Professional – BD+C #10281034 (Leadership in Energy and Environmental Design)

Areas of Expertise

- CEQA
- NEPA
- EIR/EIS
- IS/MND
- EA
- Land Use
- Mitigation
- Permits
- PES
- Relocation Impacts
- GIS
- Specific Plans
- General Plans
- Socio-economics
- Aesthetics
- Noticing
- Mixed-Use
- Technical Studies
- Entitlements

PROFESSIONAL SUMMARY

Ms. Gupta is an urban planner with over 14 years of experience in environmental planning and regulatory permitting for a variety of projects including infrastructure, transportation, renewable energy, commercial, residential, mixed-use and master-planned development, and educational facilities. Her areas of expertise include: Sustainable Land use, Aesthetics and Visual Analysis, Socioeconomics and Community Impact Assessment, and Green Building Design. Ms. Gupta is a LEED Accredited Professional and has experience working with public agency staff at various city and county departments within southern California.

SELECT PROJECT EXPERIENCE

DCT Jurupa Logistics Center II Project, City of Fontana, CA

UltraSystems prepared an Addendum to the certified SWIP Specific Plan PEIR for the project. The project consisted of the development of a single, Class A, 104,530 square foot distribution warehouse facility, located on a 5.24-gross-acre parcel. Ms. Gupta served as the Deputy Project Manager for this project. She coordinated with the City and assisted with the environmental analysis of potential project impacts. Ms. Gupta also conducted QA/QC review of all sections of the Addendum.

KART Transit Station Project, IS/MND & EA/FONSI, Kings County, CA

This project proposes to construct a transit station in the City of Hanford, in Kings County, California. The proposed transit station would replace an existing station that is being outgrown by transit demand. Ms. Gupta is assisting with preparation of the IS/MND and EA/FONSI for the project. She drafted the aesthetics and land use sections of the IS/MND and conducted QA/QC review of all other sections of the IS/MND.

Fontana Victoria Residential Project, City of Fontana, CA

The City of Fontana is processing applications for a variety of entitlements, which if approved, would facilitate the development of the Fontana Victoria residential project, a 193-unit, single-family residential detached cluster project on a 21.7 acre currently vacant site. Ms. Gupta served as the project manager and managed the preparation of an addendum to the Westgate Specific Plan (WSP) Program Environmental Impact Report (PEIR) in compliance with CEQA. The addendum analyzes the physical environmental effects of the Fontana Victoria residential project, including planning, construction, and operational phases. Ms. Gupta coordinated with the City staff in getting project-related data and conducted QA/QC review of all sections of the Addendum.

Los Alamitos High School Aquatics Center Project, Los Alamitos, CA; March 2018 to January 2019

The Los Alamitos High School Aquatics Center Project proposed to replace an existing 25-meter pool facility with a 50-meter pool. The project would construct a 50-meter athletic pool, bleachers with a shade structure, a 1,440-square-foot pool equipment room, and five (5) outdoor showers. Ms. Gupta assisted with the preparation of an IS/MND for the proposed project. She drafted project description, aesthetics, land use and public services

sections of the IS/MND and conducted QA/QC review of all sections of the IS/MND. This project was approved by the Los Alamitos Unified School District in January 2019.



County of Santa Barbara: General Services
Capital Division

ATTACHMENT 2

**COST PROPOSAL FOR RFQ# 21010-1
ENVIRONMENTAL CONSULTING SERVICES FOR
CALLE REAL CAMPUS MASTER PLAN PEIR**

COST PROPOSAL FOR RFQ# 21010-1 ENVIRONMENTAL CONSULTING SERVICES FOR CALLE REAL CAMPUS MASTER PLAN PEIR

Presented to:



Santa Barbara County
General Services Department – Capital Project Division
1105 Santa Barbara Street, Courthouse Second Floor East Wing
Santa Barbara, CA 93101

Prepared by:



UltraSystems Environmental Inc.
16431 Scientific Way
Irvine, CA 92618
Proposal No. 221125

February 2023



TASK BY TASK COST BREAKDOWN FOR THE PREPARATION OF A PEIR - CALLE REAL CAMPUS MASTER PLAN

Labor Categories >>>>	Project Director	Senior Project Manager	Senior Principal Engineer	Scientist/Engineer	Senior Planner	Associate Planner	Planner/ Environ. Analyst	Senior Biologist II	Senior Biologist I	Staff Biologist I	Cultural Specialist	Senior GIS Analyst	Word Processor	Total Labor	Total Hours	Travel		Direct Costs			Direct Expense	TOTAL (rounded)		
																Miles	\$0.655	Per Diem		Sub			Markup 1.08	
																		Days	\$180					
Hourly Rate>>>	\$185.00	\$165.00	\$175.00	\$170.00	\$145.00	\$135.00	\$120.00	\$130.00	\$125.00	\$110.00	\$135.00	\$110.00	\$75.00	Hours										
1.0	Project Management, Coordination, Initiation, Meetings, Hearings																							
1.1	Project Management/Coordination	4	50	0	0	16	0	0	0	0	0	0	4	4	\$12,050.00	78	322	\$210.91	0	\$0.00	\$0.00	\$0.00	\$0.00	\$12,260
1.2	Project Initiation/Progress Meeting and Public Hearing Attendance	8	32	4	0	4	0	0	0	0	0	0	0	2	\$8,190.00	50	1288	\$843.64	0	\$0.00	\$0.00	\$0.00	\$650.00	\$9,680
	Subtotal	12	82	4	0	20	0	0	0	0	0	0	4	6	\$20,240.00	128	1610	\$1,054.55	0	\$0.00	0.00	\$0.00	\$650.00	\$21,940
2.0	Data Collection Prior to Scoping																							
2.1	Data Collection	4	6	0	4	4	0	0	4	0	0	4	0	4	\$4,350.00	30	322	\$210.91	0	\$0.00	\$0.00	\$0.00	\$0.00	\$4,560
2.2	Prepare Project Description	2	12	0	0	8	4	0	0	0	0	0	8	8	\$5,530.00	42	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$800.00	\$6,330
	Subtotal	6	18	0	4	12	4	0	4	0	0	4	8	12	\$9,880.00	72	322	\$210.91	0	\$0.00	\$0.00	\$0.00	\$800.00	\$10,890
3.0	Initiate Scoping Process																							
3.1	Prepare Initial Study	2	12	2	2	16	16	8	2	2	2	2	8	8	\$10,960.00	82	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$10,960
3.2	Prepare and Circulate Notice of Preparation	0	4	0	0	4	0	0	0	0	0	0	4	4	\$1,980.00	16	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$2,060.00	\$4,040
3.3	Public Scoping Meetings	2	12	0	0	4	0	0	0	0	0	0	4	4	\$3,670.00	26	644	\$421.82	0	\$0.00	\$0.00	\$0.00	\$1,290.00	\$5,380
	Subtotal	4	28	2	2	24	16	8	2	2	2	2	16	16	\$16,610.00	124	644	\$421.82	0	\$0.00	\$0.00	\$0.00	\$3,350.00	\$20,380
4.0	Field Investigation, Data Collection and Analysis																							
4.1	Prepare Technical Analyses														\$0.00	0	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0
	Biological Resources including Arborist Report	0	4	0	2	0	0	0	24	64	16	0	24	12	\$17,420.00	146	644	\$421.82	0	\$0.00	\$0.00	\$0.00	\$250.00	\$18,090
	Cultural/Tribal Cultural Resources	0	2	0	2	0	0	0	0	0	50	4	4	4	\$8,160.00	62	644	\$421.82	0	\$0.00	\$0.00	\$0.00	\$0.00	\$8,580
	Geology/Soils	0	2	0	2	0	0	0	0	0	0	0	0	0	\$670.00	4	0	\$0.00	0	\$0.00	\$25,000.00	\$27,000.00	\$0.00	\$27,670
	Hydrology and Water Quality	0	2	0	2	0	0	0	0	0	0	0	0	0	\$670.00	4	0	\$0.00	0	\$0.00	\$43,345.63	\$46,813.28	\$0.00	\$47,480
	Hazards/Hazardous Materials - Phase I ESA	0	2	0	2	0	0	0	0	0	0	0	0	0	\$670.00	4	0	\$0.00	0	\$0.00	\$3,000.00	\$3,240.00	\$250.00	\$4,160
	Air Quality/GHG	0	4	12	38	0	0	0	0	0	0	0	4	4	\$9,960.00	62	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$9,960
	Noise	0	4	12	32	0	0	8	0	0	0	0	4	4	\$9,900.00	64	322	\$210.91	0	\$0.00	\$0.00	\$0.00	\$0.00	\$10,110
	Traffic VMT and LOS	0	2	0	2	0	0	0	0	0	0	0	0	0	\$670.00	4	0	\$0.00	0	\$0.00	\$43,345.63	\$46,813.28	\$0.00	\$47,480
	Subtotal	0	22	24	82	0	0	8	24	64	16	50	36	24	\$48,120.00	350	1610	\$1,054.55	0	\$0.00	\$114,691.26	\$123,866.56	\$500.00	\$173,530
5.0	Prepare Draft Program EIR																							
5.1	Prepare Draft Program EIR	4	32	16	16	32	24	24	12	8	0	12	24	24	\$30,920.00	228	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$800.00	\$31,720
5.2	Circulate the Draft Program EIR	0	4	0	0	4	0	4	0	0	0	0	4	12	\$3,060.00	28	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$3,725.00	\$6,790
	Subtotal	4	36	16	16	36	24	28	12	8	0	12	28	36	\$33,980.00	256	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$4,525.00	\$38,510
6.0, 7.0, 8.0, 9.0	6.0 Prepare Responses to Comments, 7.0 Prepare Final Program EIR Document, 8.0 Certification Process, 9.0 MMRP																							
6.0	Prepare Responses to Comments	0	12	12	8	20	4	0	12	8	4	8	4	10	\$14,150.00	102	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$14,150
7.1	Receive/Identify Comments Received	0	8	0	0	8	0	4	0	0	0	0	0	8	\$3,560.00	28	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$3,560
7.2	Prepare Final Program EIR	2	8	0	0	8	8	8	0	0	0	0	0	8	\$5,490.00	42	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$5,490
8.0	Certification Process	0	2	0	0	4	4	0	0	0	0	0	0	4	\$1,750.00	14	322	\$210.91	0	\$0.00	\$0.00	\$0.00	\$3,839.25	\$5,800
9.0	MMRP	2	8	0	0	8	0	0	0	0	0	0	0	4	\$3,150.00	22	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$2,360.00	\$5,510
	Subtotal	4	38	12	8	48	16	12	12	8	4	8	4	34	\$28,100.00	208	322	\$210.91	0	\$0.00	\$0.00	\$0.00	\$6,199.25	\$34,510
	TOTAL HOURS	30	224	58	112	140	60	56	54	82	22	76	96	128										
	TOTAL COSTS	\$5,550	\$36,960	\$10,150	\$19,040	\$20,300	\$8,100	\$6,720	\$7,020	\$10,250	\$2,420	\$10,260	\$10,560	\$9,600	\$156,930	1138	4508	\$2,952.74	0	\$0	\$114,691	\$123,867	\$16,024	\$299,760



County of Santa Barbara: General Services
Capital Division

ATTACHMENT 3

**REQUEST FOR QUALIFICATIONS
FOR ENVIRONMENTAL CONSULTING SERVICES
SANTA BARBARA COUNTY CALLE REAL CAMPUS MASTER PLAN
PROGRAM ENVIRONMENTAL IMPACT REPORT
PROJECT #21010 (RFQ# 21010-1)**

Request for Qualifications for Environmental Consulting Services
Program EIR Calle Real Campus Master Plan



REQUEST FOR QUALIFICATIONS

FOR

Environmental Consulting Services

Publish Date: November 7, 2022 Submission Deadline: December 20, 2022

**SANTA BARBARA COUNTY
CALLE REAL CAMPUS MASTER PLAN
PROGRAM ENVIRONMENTAL IMPACT REPORT
PROJECT #21010 (RFQ# 21010-1)**

SANTA BARBARA, CALIFORNIA

Santa Barbara County – General Services Department – Capital Project Division
1105 Santa Barbara Street, Courthouse Second Floor East Wing
Santa Barbara, CA 93101

Request for Qualifications for Environmental Consulting Services
Program EIR Calle Real Campus Master Plan

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Attachments

- A CALLE REAL MASTER PLAN
- B CALLE REAL CAMPUS PARCEL MAPS
- C CALLE REAL CAMPUS URBAN DESIGN GUIDELINES
- D COUNTYWIDE FACILITIES POLICY FRAMEWORK – COUNTY FACILITES MASTER PLANNING
- E COUNTY STANDARD PSA AND INDEMNIFICATION

Request for Qualifications for Environmental Consulting Services
Program EIR Calle Real Campus Master Plan

1.0 INTRODUCTION

The County of Santa Barbara General Services Department (“County”) is issuing this Request for Qualifications (RFQ), soliciting qualified environmental consulting firms (“Consultant”) to:

Prepare a **Program-Level Environmental Impact Report (PEIR)** pursuant to the requirements of the California Environmental Quality Act (CEQA) for the proposed redevelopment of the Calle Real Campus as defined in the Conceptual Calle Real Campus Master Plan accepted by the Board of Supervisors (BOS) on September 13, 2022. See **“Attachment A”** for complete Calle Real Master Plan document.

In accordance with CEQA, the purpose of this PEIR is to provide the County, responsible agencies, trustee agencies, and the public with detailed information about the project-specific and cumulative environmental impacts that the series of proposed activities, resulting from the Calle Real Master Plan are likely to create. The PEIR will set forth mitigation measures to lessen the significant impacts of the project. Furthermore, the PEIR will be based on technical studies of certain environmental issues, as well as public input and participation.

As provided in Section 15168 of the CEQA Guidelines, a PEIR may be prepared on a series of actions that can be characterized as one large project. Use of a PEIR provides the County (as Lead Agency) with the opportunity to consider broad policy alternatives and program-wide mitigation measures and provides the County with greater flexibility to address environmental issues and/or cumulative impacts on a comprehensive basis.

The purpose of this RFQ is to solicit meaningful proposals so that the County may select from a range of proposals that best meet our needs and requirements. The County urges all interested proposers to carefully review the requirements of this RFP. Submitted RFQ Responses containing the requested information will serve as the primary basis for final selection. All proposals will be reviewed by the Selection Committee. The County reserves the right to select a firm based on the responses to this RFQ and/or to conduct interviews at their discretion.

The County of Santa Barbara General Services (GS) Department comprised of the Capital Projects Division and Facilities/Maintenance (F/M) Division will serve as a full design partner for the project and will provide project-related information that will guide the efforts as described herein. The partnership is important and vital to project success.

The County will award a single contract for the services requested in this RFQ.

2.0 BACKGROUND

The County’s Calle Real Campus (Campus) encompasses approximately 300 acres on the Santa Barbara City/Goleta City border in Goleta, California. The following parcels make up the Calle Real Campus:

- APN: 059-120-003 (~37.49 Acres)
- APN: 059-120-004 (~1.60 Acres)
- APN: 059-140-023 (~143.48 Acres)
- APN: 059-140-029 (~61.86 Acres)
- APN: 061-040-012 (~3.45 Acres)
- APN: 061-040-015 (~2.02 Acres)
- APN: 061-040-016 (~.2 Acres)

Request for Qualifications for Environmental Consulting Services
Program EIR Calle Real Campus Master Plan

- APN: 061-040-019 (~.03 Acres)
- APN: 061-040-020 (~.23 Acres)
- APN: 061-040-021 (~.09 Acres)
- APN: 061-040-023 (~.58 Acres)
- APN: 061-040-024 (~7.05 Acres)
- APN: 061-040-027 (~.28 Acres)
- APN: 061-040-030 (~.57 Acres)
- APN: 061-040-031 (~.55 Acres)
- APN: 061-040-038 (~5.13 Acres)
- APN: 061-040-040 (~4.95 Acres)
- APN: 061-040-043 (~20.38 Acres)
- APN: 061-040-047 (~1 Acre)

See "**Attachment B**" for the Parcel Maps.

In 1910, the County purchased the Campus property, which spans from Hollister Avenue, South of US Highway 101, to an area just North of Cathedral Oaks. As funding permitted, the County developed the Campus, constructing buildings to operate and support County services and programs.

In 2019, the County contracted with M. Arthur Gensler Associates, Inc. (Gensler) to develop a long-range Master Plan for the Calle Real Campus that supports the County's future vision of the land and services offered on the campus. Supporting the direction of the master planning effort, three (3) recorded County documents, as defined below, establish the framework, guiding principles and policies by which future development would be planned and implemented on the Campus:

- 1) ***Calle Real Campus Urban Design Guidelines (Attachment C)*** documents the history of the existing facilities on the Calle Real Campus.
- 2) ***Countywide Facilities Policy Framework - County Facilities Master Planning (Attachment D)*** guides the orderly progression of county facility planning and development.
- 3) ***Eastern Goleta Valley Community Plan (Link Provided)*** establishes a respective series of objectives, policies, actions, programs, and development standards to guide future decision making in the Eastern Goleta Valley. Moreover, the County's Comprehensive Plan Elements provide data, analysis, goals, policies, and implementation programs that support the Community Plan (Link: [Comprehensive Plan | Santa Barbara County, CA - Official Website \(countyofsb.org\)](https://www.santabarbaracounty.org/ceqa/comprehensive-plan)).

The Calle Real Campus Master Plan concept was accepted by the Board on September 13, 2022. General Services was directed to prepare a PEIR to evaluate the environmental impacts associated with the conceptual redevelopment of the Campus as described within the long-range master plan.

3.0 GOAL

The County's objective for the PEIR associated with the proposed Calle Real Master Plan is to analyze and develop a comprehensive environmental document that considers all related development activities within the master plan as one large project which are geographically related, a chain of contemplated actions, related to the same plan of a continuing program, and are carried out under the same authorizing statutory or regulatory authority.

The County fully intends to take advantage of this PIER process to reduce the need for environmental reviews of specific developments consistent with the plan, expedite the environmental review process of developments and accelerate the permitting and approval process (CEQA Guidelines Section 15168).

Request for Qualifications for Environmental Consulting Services
Program EIR Calle Real Campus Master Plan

4.0 SCOPE OF WORK

Qualified firms shall complete/provide the County with **all** associated tasks, coordination, labor and materials required to develop a comprehensive PEIR pursuant to CEQA and in conformance with the State CEQA Guidelines, including but not limited to:

- Data Collection prior to Scoping:
 - o Collect all non-County/proprietary documents
 - o Collect all data necessary to initiate the PEIR
 - o Development of the Master Plan (eg: Project Description)
- Initiate scoping process:
 - o Notice of Preparation
 - o Coordinate and facilitate Public Scoping Meetings on the types of environmental issues, mitigation measures and alternatives to address in the EIR during the environmental scoping period
 - o Public Review and comment period for scope
- Field investigation, data collection and Analysis:
 - o Any and all necessary field investigations, data collection, reviews and analysis by selected firm or consultants shall be included to develop a comprehensive understanding of the Campus environment to prepare the Draft EIR
- Prepare Draft EIR
 - o Notice of Availability
 - o The Draft EIR shall be released for public review during a 45-day comment period as defined by CEQA
- Prepare Responses to Comments
- Prepare Final Program EIR document consisting of:
 - o The Draft EIR with the revisions that address the comments received on the Draft EIR.
 - o A list of persons, organizations, and public agencies commenting on the Draft EIR, as well as the actual comments and recommendations received on the Draft EIR as an appendix/appendices.
 - o Responses to comments received on the Draft EIR
 - o Any other information added by the Lead Agency
- Certification Process
 - o Notice of Determination
- Mitigation Monitoring and Reporting Program development

5.0 QUALITY AND EXPECTATIONS

The Draft and Final PEIR document shall be professional assembled in 8-1/2 x 11" portrait orientation. A PDF file of the final report and three (3) bound double-sided hard copies of the final report shall be provided to the County upon completion. Any need for larger presentations shall be provided in a 2-page spread or in 11x17" z-fold format.

Formatting and sequencing of the draft and final report shall include, but not limited to:

- **Table of Contents**
- **Figures and Tables Legend**
- **Executive Summary** provides a summary of the EIR document and identifies potentially significant impacts, mitigation measures, and the level of significance of each impact following mitigation.
- **Introduction and Purpose** outlines the EIR document's format including technical appendices; describes the purpose of the EIR including the legal purpose of CEQA, the

Request for Qualifications for Environmental Consulting Services
Program EIR Calle Real Campus Master Plan

intended use of EIR, and the EIR's incorporated documents and referenced technical reports; summarizes the public review of the EIR to date; describes the role of the Mitigation, Monitoring and Reporting Program (MMRP) to be provided in the Final EIR; identifies the environmental issues that are discussed; and defines the cumulative analysis provided in the EIR.

- **Project Description** provides a detailed description of the geographical setting, project location, project setting, County of Santa Barbara General Plan designations, Calle Real Master Plan land use designations, zoning designations, project characteristics, project objectives, and discretionary actions required to implement the proposed project.
- **Existing Setting, Impacts, and Mitigation Measures** evaluates the impacts associated with the proposed project. This section is organized by issue areas as defined in the scoping process with each following the framework:
 - o Existing Setting
 - o Existing Policies and Regulations
 - o Methodology
 - o Thresholds of Significance
 - o Less than Significant Impacts
 - o Significant Impacts
 - Impact Analysis
 - Project Design Features
 - Mitigation Measures
 - Level of Significance after Mitigation
 - o Cumulative Impacts
- **Other CEQA Topics** contains discussions of additional topics required by CEQA, including effects found not to be significant, unavoidable effects of the proposed project, and significant irreversible environmental changes.
- **Alternatives** contains discussion of alternatives to development of the proposed project.
- **Collaborators** shall include all the organizations and persons consulted in the preparation of the EIR.
- **References** shall include all the references cited in the EIR, acronyms and abbreviations used in the document and definitions of terms used including those specific to the Calle Real Master Plan project.
- **Appendices** contains a copy of the Notice of Preparation, Notice of Preparation notification list, Notice of Preparation comment letters and responses, public scoping meeting information, and all various technical studies that support the EIR analysis, referenced materials, and other relevant correspondence received during the course of the analysis of the proposed project.

6.0 OTHER PROJECT CONSULTANTS

County may contract with separate consultants as necessary for related work. It is expected the Consultant selected as part of this RFQ will work with the County to coordinate any related work scope. Qualified firms may also include sub-consultants on their team that provide specific areas of expertise required for the completion of the PEIR.

7.0 FEES AND TENTATIVE CONSTRUCTION BUDGET OUTLINE

The selected firm will be required to submit billings on a monthly basis, based on the project specific Professional Services Agreement (PSA) between the Consultant and County (**See Attachment E**).

Request for Qualifications for Environmental Consulting Services
Program EIR Calle Real Campus Master Plan

Travel time required by the Consultant to reach the designated meeting place or County staff office shall be included in all quoted fees and shall not be billed separately. There shall be no reimbursable expenses on this project unless associated with additional services to be approved in writing, in advance, by County.

Section 11 (Item 7) outlines the cost proposal requirements for this project. All cost proposals shall be submitted in a separate file on the Public Purchase website (www.publicpurchase.com). Cost Proposals are due at the same time as the RFQ submissions. Cost proposals shall breakdown the project consistent with the scope of work presented and shall include all costs associated with the project. The Contract shall be lump sum not-to-exceed.

8.0 TENTATIVE PROJECT SCHEDULE

The following represents the tentative schedule for this RFQ. All dates are subject to change.

RFQ Issuance and Evaluation	November 7, 2022
Deadline for Final Questions	December 7, 2022 – 3:00pm PST
Deadline for Issuance of Addenda	December 13, 2022 – 3:00pm PST
Proposal Submission Deadline	December 20, 2022 – 3:00pm PST
Proposal Evaluations	December 20 – January 4, 2023
Firm Interviews	January 9 – 13, 2023
Contract Award by Board of Supervisors	February 21, 2023
Notice to Proceed to Consultant	March 1, 2023

9.0 PRE-PROPOSAL CONFERENCE / VENDOR REGISTRATION

A pre-proposal conference has been scheduled for November 17, 2022 at 10:00 a.m. PST at the following location:

THE PRE-PROPOSAL CONFERENCE WILL BE HELD VIRTUALLY WITH THE LINK TO THE CONFERENCE PROVIDED TO ALL INTERESTED FIRMS AT LEAST 48 HOURS PRIOR TO THE CONFERENCE.

Interested firms shall submit the following statement in the Ask Questions section:

“(Firm name) is qualified and interested in RFQ#21010-1 for Environmental Services and intends to submit a response to the RFQ.”

The County of Santa Barbara Project Manager will respond to the statement with the link to the Pre-Proposal Conference at least 48 hours in advance of the conference.

Interested Firms will have opportunity to ask questions regarding the requirements outlined in this RFQ. In order to make the meeting more effective for all participants, attendees should read this document and associated Attachments thoroughly prior to the meeting. As similar to all written questions from consultants, the County will prepare minutes of the conference and provide answers to all inquiries in writing, which will be distributed via Public Purchase. The meeting minutes shall be posted within 72 business hours following the conference.

Request for Qualifications for Environmental Consulting Services
Program EIR Calle Real Campus Master Plan

All firms providing a response to this RFQ and plan to attend the Pre-Proposal Conference are required to register with Public Purchase prior to submittal.

10.0 PROPOSAL QUESTIONS

This RFQ establishes the general specifications for the professional services needed and provides prospective proposers with sufficient information to enable them to provide an acceptable response to this RFQ.

Any questions shall be submitted in writing via the Public Purchase website and must be received no later than **3:00 p.m. PST on December 7, 2022**. For questions and inquiries regarding this RFQ submitted via public purchase please reference "QUESTION – RFQ #21010-RFQ..." in the subject.

Answers will be provided as an addendum to this RFQ, posted on Public Purchase. It is the responsibility of each proposer to inquire as to the existence and content of addenda and to acknowledge each as part of their RFQ submission.

Do not contact County departments or other County staff directly. Information provided by any other means than via Public Purchase may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFQ, written addenda will be issued. Any amendment to this RFQ is valid only if in writing and issued via Public Purchase. Verbal conversations or agreements with any officer, agent, or employee of County that modify any terms or obligations of this RFQ are invalid.

All addenda for this RFQ will be distributed via Public Purchase.

It is the Proposer's sole responsibility to monitor Public Purchase for possible addenda to this RFQ. Failure of Proposer to retrieve addenda shall not relieve Proposer of the requirements contained therein. Additionally, failure of Proposer to return a signed addendum or failure to acknowledge an addendum, when required, may be cause for rejection of a proposal.

11.0 INSTRUCTIONS FOR PROPOSERS

Each response to this RFQ shall include the information described in this section. Failure to include all of the elements specified may be cause for rejection or deemed non-responsive. Additional information may be provided, but should be succinct and relevant to the goals of this RFQ. Excessive information will not be considered favorably.

General: The instructions below provide guidance for the preparation and submission of proposals. Their purpose is to establish the requirements, format, and content of proposals so that proposals are complete, contain all essential information, and can be evaluated fairly.

Submission and Content of Proposals: All proposals must be received by the proposal submission deadline as identified in Section 8.0 and submitted via Public Purchase.

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Proposals shall be formatted so they can be printed in 8 ½" x 11" format, drawings may be formatted for 11" x 17" sizing. All documentation shall be in 11 or 12 point font.

All proposals shall be submitted via Public Purchase. All proposals will be valid for one hundred eighty (180) days.

All proposals shall contain the following elements, **in the order presented below**. Proposals shall be divided into tabbed sections and should not exceed (25) twenty pages (each side of the page, if utilized is considered 2 pages – front and back).

1. Transmittal/Cover Letter (two pages, if necessary) with the following information:
 - Title of this RFQ
 - Name and Mailing Address of Firm (include physical location if mailing address is a P.O. Box)
 - Year the firm was established
 - Type of organization of firm (partnership, corporation, etc.)
 - Firm's organizational structure, its constituent parts and size variation of staff in the past five (5) years
 - Name of contact person including title, address, email and telephone. This individual should be available by telephone or email to provide the location of the firm office that will be responsible for this project.
 - A statement by submitting firm requesting protection of proprietary information if necessary. All proposals may be considered public information. Subsequent to award of this RFQ, all or part of any proposal may be released to any person or firm who may request it. Therefore, proposers may request in their Cover Letter if any portion of their submittal should be treated as proprietary and not released as public information.
 - Addenda Acknowledgement
2. Signatory Requirements (one page): In order to receive consideration, the Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFQ response. **Further, the signing and submission of a response shall indicate the intention of the Consultant to adhere to the provisions described in this RFQ and a commitment to enter into a binding contract.** Submittals shall be signed by one of the following representatives:
 - If the respondent is a **partnership**, submittal shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Authority evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
 - If the respondent is a corporation, the submittal shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
 - If the respondent is an individual doing business under a firm name, the submittal shall be signed in the name of the individual doing business under the proper firm name and style.
3. Qualifications (five pages): A synopsis of each proposed team member's qualifications and experience with public or government projects of similar type and size as described in this RFQ, including length of service with the firm and resume. Include an organization chart of the proposed staff to be assigned to this project. For all sub-consultants to be used provide

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firm name, area of expertise, the names of individual staff assigned to this project and their role on the team.

4. Experience of Firm and Proposed Staffing (five pages): A narrative of the firm's qualifying background and experience with public or government projects of similar type and size as described in this RFQ. Individual project descriptions, including scope, project budget and schedule are encouraged. This section shall also include information and background of the key personnel proposed for this project, staff responsibilities, estimated time for each task and the percentage of total hours for each staff.
5. Proposed Work Plan, Time Schedule and Workload (three pages): Provide a work plan description addressing all scope of work tasks along with a proposed timeline schedule reflecting each task and its deliverables and identifying appropriate progress checkpoints along with draft or interim deliverables. Also provide a narrative of firm staffing size, current firm workload, and with consideration of the firm's current projects, confirm the firm's ability to perform the scope of work as described herein.
6. References for Past Performance (two pages): Provide a list of past performance and service. Include three (3) references for whom the proposer has developed a comparable project. Include project name, contact person, title, address, telephone number, email address as well as the contact person's role in the project and which of the firm's staff participated and their roles. For each reference listed, submit a brief summary of the scope of the services provided.
7. Cost Proposal (cost proposal not counted to page count limit): Provide a total cost proposal (not to exceed) for all services to be delivered, including a breakdown of costs itemized for each Task as defined in the Scope of Work. This cost proposal shall encompass the complete proposed project costs for meetings and project expenses for reproduction, postage, mileage, travel time and all related miscellaneous expenses. Also provide an hourly rate schedule for all assigned team members, including hourly rates for participation in public meetings. Cost proposal shall be utilized for unit price information at this stage, and thereafter to negotiate a contract for those services at a fair and reasonable fee with the best qualified firm.

The Cost Proposal shall be submitted in a separate file on Public Purchase. It shall be identified with the name of your firm, the name of this project, and "Sealed Cost Proposal."

8. Required Statements (one page per statement): Include statements of assurance regarding the following requirements:
 - Non-substitution for the designated members of the proposed staff members and Sub-consultants without prior approval by County.
 - Non-conflict of interest.
 - Non-collusion affidavit.
 - Statement listing of litigation and/or claims related to past projects for the past ten (10) years.
 - Ability to fulfill the indemnification and insurance requirements contained in the Sample Agreement for Services. Please note that actual certificates of insurance are not required as part of your submittal.
 - Insurance certificates (as required in the attached County PSA).
 - Proof of DIR Registration if applicable under the California Department of Industrial Relations requirements.

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- Retention of Proposal. All proposals will become the property of the County. Proposals shall not be returned to the proposer.

12.0 EVALUATION AND SELECTION PROCESS

All Submissions will be evaluated and scored by a selection committee. The firm(s) submitting the most highly rated proposal(s) may be invited for interview(s). The following evaluation criteria and rating schedule will be used to determine the firm that provides the best value. The County may consider other criteria it deems relevant.

	Evaluation Criteria	Maximum Possible Points
A.	Completeness of Summary of Qualifications (SOQs) Submission- SOQ's should describe comprehensive services and should respond to each of the items set forth in this RFQ.	20
B.	Personnel Experience and Qualification- Evaluation of the list of personnel specifically assigned to the proposed project, including their qualifications, overall experience, and recent experience on projects of similar nature and complexity to the proposed project.	20
C.	Depth and Quality of Respondent's Performance- Qualifying background and relevant experience of firm and sub-consultants on projects of similar nature and complexity as the proposed project; evaluation of client references (whether included in the proposal or not); overall responsiveness to County's solicitation.	20
D.	Technical/Management Approach- Evaluation of Respondent's strategy towards completion of the project (work plan, time schedule, etc..)	20
E.	Availability- Evaluation of the workload of Respondent and the staffing to be assigned to the proposed project; time scheduled of the Respondent in relation to that of the proposed project location of the offices or facilities from which the services are to be provided to County.	20
	TOTAL POSSIBLE POINTS	100

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13.0. SELECTION PROCEDURE

The standard county Professional Services Agreement (PSA) is attached (refer to "**Attachment E**"). Proposers should familiarize themselves with the PSA and expect to execute the contract as presented herein without modifications or changes.

County staff will open Proposals via Public Purchase following the submittal deadline. The only information that will be made available to the public at that time will be the names of the Proposers submitting Proposals. The contents of all Proposals, or any other medium which discloses any aspect of the Proposal, shall be held in strictest confidence until the County releases a Notice of Intent to Award. Proposals will be reviewed for responsiveness. A selection committee will then evaluate proposals in accordance with the above criteria.

The firm(s) submitting the highest rated proposals may be invited for an interview. Interviews will be conducted solely at County's option. County reserves the right to select the most qualified firm solely on the content of the proposal. If County chooses to conduct interviews, the firm's proposed Project Manager shall represent the firm at the interview. After evaluation of the interviews, the Committee will recommend the firm with the highest overall value, based on evaluation score and interview, for approval by the Board of Supervisors.

The County expects to enter into contract negotiations with the top ranked proposer during which time the County and proposer will resolve any necessary issues that need to be addressed prior to entering into the PSA. Upon successful completion of such negotiations and discussions, the County and the selected Firm shall enter into a PSA. If, in the sole judgment of the County, these negotiations are not successful, the County reserves the right to enter into negotiations with other proposers, proceeding in the order of their initial ranking.

County reserves the right to make an award without further discussion of the submittal with the submitter. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual may propose.

County reserves the right to award a contract to the firm or individual who, in the sole judgment of County, presents the most favorable response to this RFQ pursuant to the evaluation criteria indicated above.

County reserves the right to reject any or all proposals, to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm.

In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern. County reserves the right to reject any and all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm. County shall be the sole judge of the materiality of any such defect or irregularity.

Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of all Proposers to read ALL sections of this RFQ prior to submitting a response.

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14.0 ASSURANCE OF DESIGNATED PROJECT TEAM

The Proposer shall assure the County that the designated staff, including sub-consultants, are used for the work described in this RFQ. Departure or reassignment of, or substitution for, any member of the proposed project team or sub-consultant(s) shall not be made without the prior written approval of County.

15.0 GENERAL TERMS AND CONDITIONS

Protests and Appeals: The protest shall be submitted in writing to the Chief Procurement Officer within seven (7) calendar days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.

Standard Contract: Upon completion of the evaluation and recommendation for award, the selected Proposer will be required to execute a consultant services agreement, a sample of which is included (County Standard PSA for AE Services). Proposers are advised to carefully review the attached contract. Any proposed exceptions, alterations, or amendments shall be specified in your submittal, the nature of which may affect the evaluation of your submittal and the perceived ability to successfully award a contract to your firm/individual.

Independent Contractor: At all times the Consultant shall represent themselves to be an independent contractor offering such services to the general public and shall not represent Consultant, or Consultant's employees, to be an employee of County. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold County its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.

Non-Appropriation: County may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.

Non-Collusion: Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary Consultant and the associated sub-consultant.

Indemnification and Insurance Requirements: County's standard indemnification and insurance requirements are provided in the County's Standard PSA for AE Services, see Attachment A.

16.0 REJECTION OF PROPOSALS

Prospective Proposers interested in being considered must submit a Proposal in compliance with this notice. **Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of all Proposers to read ALL sections of this RFQ prior**

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to submitting a response. The County reserves the right to reject any or all Proposals, to waive minor irregularities in said Proposals, or to negotiate minor deviations with the successful firm.

The County may reject a Proposal if it is conditional, incomplete, contains irregularities, or reflects inordinately high cost rates. County may waive immaterial and/or minor deviation and/or irregularities in a Proposal. County shall be the sole judge of the materiality of any such defect, deviation, and/or irregularity. Waiver of an immaterial/minor deviation shall in no way modify the RFQ documents or excuse the proposing firm/team from full compliance with the contract requirements if the prospective Proposer is awarded the contract.

17.0 VALID OFFER

Proposals shall remain valid for one hundred eighty (180) days from the due date. The County reserves the right to negotiate with the successful Proposer any additional terms or conditions not contained in their proposal which are in the best interest of the County or to otherwise revise the scope of this RFQ.

This RFQ does not constitute a contract or an offer of employment. The cost of preparation of proposals shall be the obligation of the Proposer. All proposals, whether accepted or rejected, shall become the property of the County and will not be returned. Unnecessarily elaborate responses, enclosures and specialized binding are not desired.

18.0 COUNTY'S RIGHTS

The County reserves the right to:

1. Request clarification of any submitted information.
2. Waive any irregularity or immaterial deviation in any proposal.
3. Not enter into any agreement.
4. Not select any Proposer.
5. Cancel this process at any time.
6. Amend this process at any time.
7. To award more than one contract if it is in the best interest of the County.
8. Interview Proposers prior to award.
9. To request additional information during an interview.

Waiver of an immaterial deviation shall in no way modify the RFQ documents or excuse the proposing firm/team from full compliance with the contract requirements if the prospective Proposer is awarded the contract.

19.0 CONTRACT AWARD

Award shall be recommended to the Proposer whose proposal best meets the needs of the County. The County reserves the right to reject any or all proposals, and to solicit additional proposals if deemed in the best interest of the County to do so. The decision of the County Board of Supervisors shall be final in making such determination.

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The successful Proposer will receive written notification of the award, along with instructions for finalizing the agreement documents.

Response and selection of a Proposal will not necessarily result in a contract with the County of Santa Barbara. Proposal opening does not constitute awarding of a contract. Contract award is by action of the Santa Barbara County Board of Supervisors and is not in force until fully executed by that Board.

The standard county PSA is attached (refer to "**Attachment E**"). Proposers should familiarize themselves with the PSA and expect to execute the contract as presented herein without modifications or changes.

20.0 CONFLICT OF INTEREST

Prospective Proposers warrant and covenant that no official or employee of the County, or any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting agreement, nor that any such person will be employed in the performance of such agreement without immediate divulgence of such fact to the County. Prospective Proposer's Proposal shall contain a statement to the effect that the Proposer is not currently committed to another project that would constitute a conflicting interest with the Project defined in this RFQ.

21.0 PUBLIC RECORDS REQUEST

All proposals and materials submitted shall become property of the County and will not be returned. All responses, including the accepted proposal and any subsequent contract, become public records per the requirements of the California Government Code, Sections 6250 - 6270, "California Public Records Act." Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal are not considered proprietary information. Proposers which indiscriminately identify all or most of their proposal as confidential or proprietary without justification may be deemed unresponsive.

The County will treat all information submitted in a proposal as available for public inspection once the County has selected a Consultant. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such information separately as part of your response package.

The final determination as to whether the County will assert your claim of confidentiality on your behalf shall be at the sole discretion of the County. If the County makes a determination that your information does not meet the criteria for confidentiality, you will be notified as such. Any information deemed to be non-confidential shall be considered public record.

Upon receipt of a request for disclosure pursuant to the California Public Records Act for information that is set apart and marked as proprietary, County will notify you of the request for disclosure. You shall have sole responsibility for the defense of the proprietary designation of such information. Failure to respond to the notice and enter into an agreement with County providing for the defense of and complete indemnification and reimbursement for all costs incurred by the County in any legal

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action to compel the disclosure of such information, shall constitute a complete waiver of any rights regarding the information designated proprietary and such information will be disclosed by County pursuant to applicable procedures under the California Public Records Act.

22.0 BUSINESS LICENSE REQUIREMENT

It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of Santa Barbara County without possessing a County business license unless exempt under County Code Sec. 22-73. Contact the Tax Collector's Office at 105 East Anapamu St, Santa Barbara, 93101, or phone (805) 568-2920, for further information.

It is not a requirement to possess a County business license at the time of proposal submittal. Successful Proposers shall be required to possess a County business license to award contract

Disadvantaged Business Enterprise (DBE) Policy

It is the policy of Federally Funded Projects that minority and women-owned business enterprises (hereby referred to as DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

DBE Obligation

The recipient or its subcontractor agrees to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, all recipients or subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of federally assisted contracts.

Title VI of the Civil Rights Act of 1964

The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000(d)) and the regulations of the U.S. Department of Transportation issued there under in 49 CFR Part 21.

Equal Employment Opportunity

In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex or national original. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Americans with Disabilities Act (ADA) Provisions

To comply with the nondiscrimination requirements of the Americans with Disabilities Act (ADA), it is the policy of the County to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. For persons with a disability needing a reasonable modification to participate in the procurement process, or for persons having questions regarding reasonable modifications of the procurement process, you may contact the County representative listed in this RFQ. In order to ensure the proposal is in compliance with federal ADA guidelines, Proposers should review the federal ADA guidelines.

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Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of all Proposers to read ALL sections of this RFQ prior to submitting a response.